



Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

6:15 pm, Contois Auditorium OR Remotely via ZOOM:

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1. Agenda

Subject	1.1. Motion to amend/adopt agenda as follows: To suspend the Rules and amend the agenda to set public comment for 7:50 p.m., as well as to take up Item 2 ahead of public comment; remove from the consent agenda item 6.29 First Amendment to Second Amended and Restated Development Agreement and place it on the Deliberative Agenda as agenda 7.1 (per City Council President Paul per Councilors Bergman and Grant); add to the consent agenda item 6.31 Communication: Michael Long, re: Police Chief Appointment; add to the consent agenda item 6.32 Communication: Jennifer A. Francoeur, re: BTV crime and council support for citizen safety through essential law enforcement
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action
Recommended Action	To suspend the Rules and amend the agenda to set public comment for 7:50 p.m., as well as to take up Item 2 ahead of public comment; remove from the consent agenda item 6.29 First Amendment to Second Amended and Restated Development Agreement and place it on the Deliberative Agenda as 7.1 (per City Council President Paul per Councilors Bergman and Grant); add to the consent agenda item 6.31 Communication: Michael Long, re: Police Chief Appointment ; add to the consent agenda item 6.32 Communication: Jennifer A. Francoeur, re: BTV crime and council support for citizen safety through essential law enforcement

2. Resolution: Declaring June 15, 2023 As Frozen Treat Day (Councilors Traverse, Bergman, Paul, Carpenter, Barlow)

Subject	2.1. Resolution: Declaring June 15, 2023 As Frozen Treat Day (Councilors Traverse, Bergman, Paull, Carpenter, Barlow)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Resolution: Declaring June 15, 2023 As Frozen Treat Day (Councilors Traverse, Bergman, Paul, Carpenter, Barlow)
Department	Other
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

3. Work session on plan for Homelessness/Exiting of the Motel Voucher Program **6:15 pm - 7:45 pm

Subject	3.1. Power Point Presentation Slides for Work session
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. Work session on plan for Homelessness/Exiting of the Motel Voucher Program **6:15 pm - 7:45 pm
Department	Community & Economic Development Office (CEDO)
Type	Information
Recommended Action	

4. Public Forum: Time Certain: 7:50 pm **See above for signup instructions**

Subject	4.1. Verbal Comments
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Public Forum: Time Certain: 7:50 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open the Public Forum close the Public Forum

5. Climate Emergency Reports (5 - 10 mins.)

Subject	5.1. Climate emergency reports
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Climate Emergency Reports (5 - 10 mins.)

Department Council and Board

Type Information

Recommended Action

6. Consent Agenda

Subject **6.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

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

Subject **6.2. Request to Adjust Contract with Motorola Solutions and Execute a Contract with Burlington Communications for Installation of our Public Safety Communication System**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Consent Agenda

Department Fire Department

Type Action (Consent)

Recommended Action To authorize the reduction of the Motorola Solutions contract maximum limiting amount to \$3,623,631.00 and to further authorize the Fire Chief to execute a contract with Burlington Communications for public safety communication system installation, with a maximum limiting amount of up to \$208,659.00, subject to the review and approval of the City Attorney's Office.

Subject **6.3. Request for Acceptance of American Rescue Plan Act (ARPA) 2022 Pretreatment Grant Funds for Businesses and Municipalities**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

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 grant agreement for \$183,188 with the Vermont Department of Conservation for ARPA Pretreatment Grant funds to be used for the further development of the City's Industrial

Pollution Prevention Program, subject to the prior review and approval of the City Attorney's Office."

Subject	6.4. Authorization to accept ARPA grant funds and Execute the Associated MOU for a Public-Private Partnership Stormwater Water Quality Project
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	1. To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$705,504.00 for final design and construction of the P3 project involving the "South Meadow Apartments" and the "Shelburne Road Shopping Plaza" property, subject to final review and approval by the City Attorney's Office. 2. To authorize the execution of a MOU between the City and the P3 private parties: Antonio B. Pomerleau, LLC and Champlain Housing Trust, establishing the roles and responsibilities of administering said grant funds, subject to final review and approval by the City Attorney's Office."
Subject	6.5. Authorization to Execute Contract with Chittenden Solid Waste District for 2024-2028 Wastewater Biosolids disposal
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	To approve the participation agreement and authorize Chapin Spencer, DPW Director, to execute a contract with CSWD for sludge disposal with the amounts and fee schedule described in the Contract between CSWD and Casella Organics, subject to the prior review and approval of the City Attorney's office.
Subject	6.6. Request to Execute a Contract with Michael Van Valkenburgh Associates for Phase 2 Conceptual Design and Scoping at Moran Plant
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	To approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Michael Van Valkenburgh Associates for the purposes of phase two conceptual design and scoping work at the Moran Frame, with a maximum limiting amount of 279,500, subject to final review and approval of the City Attorney's Office.

Subject	6.7. Great Streets Main Street Resident Engineering and Outreach Consultant Authorization to Award and Design Contract Amendment #7 with Vanasse Hangen Brustlin, Inc.
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To authorize the Director of Public Works to execute a contract, subject to City Attorney review and approval, with EIV Technical Services, LLC. (EIV) in the amount of \$1,636,876.00, and authorize the use of an additional \$163,124.000 (10%) in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$1,800,000.00 for the development of the design of the Great Streets Main Street project. 2. To authorize the Director of Public Works to execute Amendment #5 to the design contract, subject to City Attorney review and approval, with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$278,108.00, bringing the total contract value up to \$2,545,677.00, and authorize the use of an additional \$100,000 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,645,677.00 for the development of the design of the Great Streets Main Street project.
Subject	6.8. Waterfront Overnight Security Contract
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	To recommend the approval of the contract with Green Mountain Concert Services to provide waterfront overnight security services for an amount not to exceed \$130,000, and to authorize Cindi Wight, BPRW Director, to execute the contract and any related documents, subject to review by the City Attorney's Office.
Subject	6.9. Organizational Chart Update
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve the:

- Modification, retitle, and reclassification of Director of Grid Services to Director of System Operations, a Regular, Full-time, Exempt, Non-union, Grade M29 (\$94,216.00-\$140,902.00) position.
- Addition of a new Supervisory Control and Data Acquisition (SCADA) Engineer tiered position reporting to the Director of Engineering, a Regular, Full-time, Exempt, Non-Union: Senior SCADA Engineer Grade MF3 (\$97,961.34-\$160,936.46), SCADA Engineer Grade M21 (\$83,686.93-\$128,748.67), and Associate SCADA Engineer Grade M20 (\$67,996.03-\$104,608.19).
- Modification of the job description for Director of Engineering position to oversee the SCADA Engineer and SCADA system.
- Addition of a 5th Shift Supervisor, a Regular, Full-time, Exempt, Non-Union, Grade H15 (\$66,925.04-\$109,711.89) position.
- Conversion of the General Plant Worker position to an Engineering Production Technician I, a Regular, Full-time, Non-Exempt, Union, Grade 11 (\$50,625.12-\$82,992.00) position.
- Conversion of the existing Senior Generation Engineer position to Director of Generation Engineering & Maintenance, reporting to COO/Manager of Utility Services and Engineering, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00-\$173,744.00) position.
- Conversion of the Director of Generation position, a Regular, Full-time, Exempt, Non-Union, Grade M19 (\$137,232.58-\$190,893.25) to a Generation Engineer reporting to Director of Generation Engineering & Maintenance, a Regular, Full-time, Exempt, Non-Union tiered position: Senior Generation Engineer Grade MF3 (\$97,961.34 - \$160,936.46), Generation Engineer Grade M21 (\$83,686.93 - \$128,748.67), and Associate Generation Engineer Grade M20 (\$67,996.03 - \$104,608.19).
- Updating the job description for Supervisor of Generation to Director of Generation Operations reporting to COO/Manager of Utility Services and Engineering, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00-\$173,744.00) position.
- Changing the reporting structure for Supervisor of Plant Maintenance from Supervisor of Generation to Director of Generation Engineering & Maintenance.
- Changing the reporting structure for Chief Forester from Director of Generation to COO/Manager of Utility Services and Engineering.
- Changing the reporting structure for Business Coordinator Generation from Director of Generation to COO/Manager of Utility Services and Engineering.
- Adding a second Accounting Administrator II position, a Regular, Full-time, Non-Exempt, Union, Grade 8 (\$47,283.18-\$77,513.49).
- Adding a Project Manager/Business Analyst-CIS position, a Regular, Full-time, Exempt, Union, Grade A04 (\$62,704.72-\$102,794.64), reporting to Director of Information Technology.
- Updating the job description for Director of Information Technology to increase the number of direct reports.

Subject	6.10. BED FY24 Rate Changes
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	To authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting an increase to Burlington Electric Department rates of 5.5 percent on bills rendered starting September 1, 2023 as proposed.

Subject	6.11. Request to Execute a Contract for Bituminous Paving of Airport Circle with SD Ireland Construction and a budget neutral amendment
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. "To authorize the Director of Aviation execute a contract with SD Ireland Construction in the amount of \$126,800.00 with a 15% contingency totaling up to \$145,820.00 for the paving of a portion of Airport Circle, subject to review and approval of the City Attorney's Office." 2. "To approve a budget neutral amendment in the amount of \$127,000 to the Fiscal Year 2023 Airport budget by increasing the accounts as described in the affiliated memorandum."
Subject	6.12. Request for Approval of a \$513,015 Budget Neutral Amendment to the FY2023 Burlington International Airport Budget
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	To approve a budget neutral amendment to the Fiscal Year 2023 Burlington International Airport budget in the amount of \$513,015 by increasing the accounts as described in the affiliated memorandum
Subject	6.13. Rubber Removal for Runway 15/33 at Patrick Leahy Burlington International Airport
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	To approve and recommend to the City Council that the Director of Aviation be authorized to execute a two year contract with Hi-Lite Airfield Services, LLC, for \$102,000.00, with a 20% contingency, with a maximum limiting amount of \$122,400.00, to supply and implement rubber removal on Runway 15/33 to improve aircraft braking action and reduce marking obscuration at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney
Subject	6.14. Authorization to Execute a Contract for the Supply and Installation of Airfield Pavement Marking at the Patrick Leahy Burlington International Airport

Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and recommend to the City Council that the Director of Aviation be authorized to execute a contract with Hi-Lite Airfield Services, LLC, for \$123,555.96 with a 30% contingency with a maximum limiting amount of \$160,622.75 for the supply and installation of taxiway and ramp markings on requested taxiways, runways, and ramps at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney
Subject	6.15. Annual Report of the Design Advisory Board Fiscal Year 2023: July 1, 2022 - June 30, 2023
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Other
Type	Action (Consent) Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	6.16. Communication: Keith Pillsbury, re: UVM Student Housing
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading and place it on file
Subject	6.17. Communication: Raszell Reeder, re: Cyber Attackers
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action	waive the reading and place it on file
Subject	6.18. FIO Documents
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Communication Information Action (Consent)
Recommended Action	for information only
Subject	6.19. Resolution: Authorization To Submit 2023 Burlington One-Year Action Plan (Community Development and Neighborhood Revitalization Committee)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.20. Resolution: Approving Obtaining Standby Letter(s) Of credit For The City's Workers' Compensation Program (Board of Finance)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.21. Tobacco License Renewal (2023-2024): Northern Lights, 75 Main Street
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action	approve the 2023-2024 Tobacco License Renewal for Northern Lights, 75 Main Street
Subject	6.22. Umbrella Entertainment Permit Application (June 7 - 11, 2023); Flynn Center, Jazzfest, various locations within the City
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the umbrella entertainment (indoor and outdoor) permit application for Flynn Center, Jazzfest, June 7 - 11, 2023, various locations around the City
Subject	6.23. Special Event Outdoor Entertainment Permit Application (June 24, 2023): Ciizen Cider Press House, 180 Flynn Avenue in parking lot, 1 pm - 5 pm
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for Citizen Cider Press House, 180 Flynn Avenue in parking lot, June 24, 2023, 1 pm - 5 pm
Subject	6.24. Special Event Outdoor Entertainment Permit Application (September 9, 2023): Citizen Cider Pub Parking Lot, 316 Pine Street, 6 pm - 10 pm
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for Citizen Cider Pub Parking Lot, 316 Pine Street, September 9, 2023, 6 pm - 10 pm
Subject	6.25. Special Event Outdoor Entertainment Permit Application (October 14, 2203): Citizen Cider Press House, 180 Flynn Avenue in parking lot, 1 pm - 5 pm
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action	approve the one day only special event outdoor entertainment permit application for Citizen Cider Press House, 180 Flynn Avenue in parking lot, October 14, 2023, 1 pm - 5 pm
Subject	6.26. Special Event Outdoor Entertainment Permit Application (July 11, 18 and 25, 2023): Switchback, lawn on brewery property, 5:30 pm - 8:00 pm, Dog Days of Summer events to benefit Belkate School
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the three day only special event outdoor entertainment permit application for Switchback, lawn on brewery property, July 11, 18 and 25, 2023, Dog Days of Summer events to benefit Belkate School
Subject	6.27. Special Event Outdoor Entertainment Permit Application (August 12, 2023): Switchback, lawn on brewery property, 21st Birthday Bash, 3:00 pm - 8:00 pm
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for Switchback, lawn on brewery property, 21st Birthday Bash, August 12, 2023, 3:00 pm - 8:00 pm
Subject	6.28. Resolution: Appointment Of Dr. Spencer Blackman To The City Of Burlington's Board Of Medical Examiners (Councilor Carpenter)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Human Resources
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.29. Communication: Karen Paul, City Council President, re; Addition of June 26, 2023 City Council Meeting
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda

Department	Other
Type	Action (Consent) Communication
Recommended Action	add the meeting on June 26 to the City Council calendar of meetings
Subject	6.30. Communication: C/T Office, re: Accountability List
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	6.31. Communication: Michael Long, re: Police Chief Appointment
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file
Subject	6.32. Communication: Jennifer A. Francoeur, re; BTV crime and council support for citizen safety through essential law enforcement
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place it on file

7. Deliberative Agenda

Subject	7.1. First Amendment to Second Amended and Restated Development Agreement (was consent agenda item 6.29)
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Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 7. Deliberative Agenda

Department Mayor's Office

Type Action

Recommended Action to approve and authorize Mayor Miro Weinberger to execute a First Amendment to Second Amended and Restated Development Agreement with Cityplace Partners LLC, in substantial conformance with the attached draft and subject to the final review and approval of the City's attorneys

Subject 7.2. Indoor Entertainment Permit Application (2023-2024): MothershipVT, 19 Church Street

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 7. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2023-2024 Indoor Entertainment Permit Application for MothershipVT, 19 Church Street with all standard conditions to include no exemption to the noise ordinance

Subject 7.3. Outdoor Entertainment Permit Application (2023-2024): Junk's Tea House, 324 North Winooski Avenue

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 7. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2023-2024 Outdoor Entertainment Permit Application for Junk's Tea House, 324 North Winooski Avenue with all standard conditions to include no exemption to the noise ordinance

Subject 7.4. Communication: Mayor Miro Weinberger, re: Fiscal Year 2024 Mayoral Appointments (10 mins.)

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 7. Deliberative Agenda

Department Mayor's Office

Type	Action Communication
Recommended Action	confirm the FY 24 Mayoral Appointments as listed
Subject	7.5. Communication: Mayor Miro Weinberger, re: Appointment of Police Chief (60 mins.)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Mayor's Office
Type	Action Communication
Recommended Action	confirm the appointment of Jon Murad as Police Chief
Subject	7.6. Public Hearing Regarding Burlington Downtown Tax Increment Financing District: Substantial Change Request
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action Public Hearing
Recommended Action	open the Public Hearing close the Public Hearing
Subject	7.7. Substantial Change Request to VEPC - Downtown Tax Increment Financing District (10 mins.)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve the City's substantial change request to VEPC (Vermont Economic Progress Council) for its Downtown TIF District and authorize City Council President Karen Paul and Chief Administrative Officer Katherine Schad to execute the attached formal request letter
Subject	7.8. Public Hearing Regarding Setting Common Area Fees FY24
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda

Department	Church St. Marketplace
Type	Action Public Hearing
Recommended Action	open the Public Hearing close the Public Hearing
Subject	7.9. Resolution: Allocation Method And Standards For Common Area Fee Formula, And Establishment Of Common Area Fees For The Church Street Marketplace For Fiscal Year 2024 (Councilor Shannon)(10 mins.)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Church St. Marketplace
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.10. Resolution: Accepting Grant Funding From The Department Of Mental Health For The Crisis Response Team And Exploring The Creation Of A Burlington CAIP Department (Councilors Paul, Carpenter, Traverse, Magee)(20 mins.)
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Other
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

8. Committee Reports (up to 15 mins.)

Subject	8.1. Verbal reports
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Committee Reports (up to 15 mins.)
Type	

9. City Council - General Affairs (up to 15 mins.)

Subject	9.1. Verbal reports
Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	9. City Council - General Affairs (up to 15 mins.)

Type

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

Subject **10.1. Verbal reports**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

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

Type

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

Subject **11.1. Verbal Reports**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 11. City Council President - Council Updates (up to 5 mins.)

Department Clerk/Treasurer's Office

Type

Recommended Action

12. Mayor - General Affairs (up to 10 mins.)

Subject **12.1. Verbal reports**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 12. Mayor - General Affairs (up to 10 mins.)

Type

13. Adjournment

Subject **13.1. Motion to adjourn**

Meeting June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 13. Adjournment

Type

Recommended Action

14. Informational and Non-Discrimination Statements

Subject **14.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.**

Meeting	June 5, 2023 - Regular City Council Meeting - Monday, June 5, 2023, 6:15 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	14. Informational and Non-Discrimination Statements
Type	

Resolution Relating to

DECLARING JUNE 15, 2023 AS FROZEN TREAT DAY

RESOLUTION_____

Sponsor(s): Councilors Traverse,
Bergman, Paul, Carpenter, Barlow
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on April 17, 2023, Ms. Jaclyn Patrizio’s second grade class at Champlain Elementary School attended a lesson on our federal, State, and local government, and learned about the role of the Burlington City Council; and

WHEREAS, as part of this lesson, the class was tasked with drafting a resolution to declare a day on which Burlingtonians may honor something important to our community; and

WHEREAS, after considering different days for community celebration, such as, “Running Day,” “Say Yes to Kids Day,” and “Everything is Free Day,” the class selected “Frozen Treat Day”; and

WHEREAS, “frozen treats” may include, creemees, ice cream, gelato, frozen yogurt, popsicles, sorbets, and flavored ice, among other delicious and refreshing frozen items; and

WHEREAS, the class selected Frozen Treat Day because frozen treats provide relief in hot weather, are a nice reward for hard work, and are a celebratory way to end the school year; and

WHEREAS, the Burlington School District has announced that June 15, 2023 will be the last day of school; and

WHEREAS, the class felt June 15, 2023 would be an appropriate day for Frozen Treat Day because it is a day of celebration for students’ hard work throughout the school year;

NOW, THEREFORE, BE IT RESOLVED that the City of Burlington declares June 15, 2023 to be Frozen Treat Day. All Burlingtonians, particularly young Burlingtonians, are encouraged to enjoy a frozen treat on this day, and our local frozen treat establishments are encouraged to welcome the community in celebrating on this day.

BT/CES/Resolutions 2023/DECLARING JUNE 15, 2023 AS FROZEN TREAT DAY
May 16, 2023

Resolution Relating to

DECLARING JUNE 15, 2023 AS FROZEN TREAT DAY

RESOLUTION 2

Sponsor(s): Councilors Traverse,
Bergman, Paul, Carpenter, Barlow
Introduced: 06/05/23
Referred to: _____
Action: adopted
Date: 06/05/23
Signed by Mayor: 06/07/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on April 17, 2023, Ms. Jaclyn Patrizio’s second grade class at Champlain Elementary School attended a lesson on our federal, State, and local government, and learned about the role of the Burlington City Council; and

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BT/CES/Resolutions 2023/DECLARING JUNE 15, 2023 AS FROZEN TREAT DAY
May 16, 2023

* * * * *

DISTRIBUTION:

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

ORIGINAL

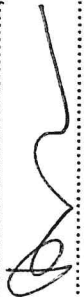
RESOLUTION RELATING TO

Declaring June 15, 2023 As Frozen Treat Day

.....
.....

Adopted by the City Council

June 5, 2023

 Clerk

Approved June 7, 2023

 Mayor

Vol. Page

Attest:

* * * * *



Work Session – Plan for Homelessness / Exiting of Motel Voucher Program

Burlington City Council Meeting
Presented by Sarah Russell, Special Asst. to End Homelessness
June 5, 2023

Brief Updates Since May 15 City Council Meeting

- CEDO & AHS now convening regular meetings with Chittenden County municipal leaders and area service providers
- CEDO continues to convene regular meetings with Outreach providers (CORA, Howard, BPD, Safe Harbor, COTS)
- The Administration initiated collaboration and planning with AHS leadership
- AHS issues request for LOIs May 22, and issues current population data for Chittenden County
- CCHA held an extraordinary steering committee meeting May 26 to understand the communities response to motel closures
- City Department leadership including CEDO, BPRW, CA, BPD, Mayor's Office to define staff roles with response to camping within the City. City Attorney's office has begun updates to the Sheltering on Public Lands Policy.
- City submitted LOI to AHS Thursday June 1



Chittenden County Households Exiting Motels

June 1, 2023: End of Adverse Weather Conditions

170 households; 194 people

July 28, 2023: End of expanded-eligibility for General Assistance Program

184 households; 318 people

Including:

- **56 families; 115 children**
- **15 people, 65+years old**
- **92 people with disabilities**
- **20 people receiving homehealth or hospice services**
- **2 pregnant people**
- **4 households fleeing domestic violence***



June 1st Exits

Immediate Response & Observations

- Outreach Teams
- Bathrooms, meals, tents
- Storage needs
- County-wide Coordination



July 28th Exits

AHS requests Letters of Interest (LOI) from agencies and municipalities

- **Area Agencies submitting LOIs on rolling deadline (past June 1)**
 - Outreach and training
 - Food
 - Additional PSH capacity
 - Expansion of transitional housing units



Proposed Resources and Support for Response Efforts

1. Burlington to establish emergency congregate overnight shelter for up to 50 people
2. Burlington to establish co-located day shelter with access to services, average of 75 people per day
3. Chittenden County Homeless Alliance to support the transition of 165 households in vulnerable sub-populations directly to permanent housing over 5 - 8 months, and joint advocacy for extension of motel stay for vulnerable households

Budget Projections

- \$1.1- \$1.5 million for co-located shelters for 5-8 months (or \$2.06 million annualized)
- \$1.7 – 2 million for extended hotel stays for 5-8 months

1. Emergency Congregate Shelter Proposal

- Located at 108 Cherry, State-owned property downtown
- Up to 50 adults accommodated overnight
- 1 - 6 people per room
- Operating 5:00 pm – 9:00 am seven days per week
- Prepared meals nightly, guests will be strongly encouraged to engage with case management/housing navigation services and enroll in Coordinated Entry.
- Contracted temporary staffing agency, and onsite security presence to augment the shelter staff.
- This site is intended to be a temporary bridge emergency shelter until other housing or non-congregate shelter options become available.



2. Co-located Daytime Shelter Proposal

- Located at 108 Cherry, State-owned property downtown
- Serving an average of 75 adults per day
- 9:00 am – 5:00 pm, seven days per week
- Contracted temporary staffing agency, and onsite security presence to augment the shelter staff.
- Daytime shelter will be offered to both guests of the overnight shelter and others who require access to indoor services.
- Connection to resources, basic needs, meals/snacks, mental health and substance use recovery, and medical support services for guests visiting the Daytime Shelter would be secured through MOUs with local providers.



Chittenden County Homeless Alliance (CCHA)

A coalition of individuals, organizations, and government entities who support our vision of a safe, decent, affordable, stable home for every person and family in Chittenden County community.

CCHA Partners include:

Burlington Police Department
Burlington Housing Authority
Champlain Housing Trust
COTS
CVOEO
Cathedral Square

Howard Center
Lund
Pathways
PRIDE Center
VHFA
UVMHC

Spectrum
STEPS
United Way
Veterans Affairs
State of Vermont AHS
...and more.



Coordinated Entry

- **Coordinated Entry is a system to streamline access to housing supports and resources in our region by better identifying the housing needs facing our community.**
- **Coordinated Entry evolved from “the continuum of care” with leadership from Burlington’s CEDO Department in 2015, as an effort to better use real-time data and to focus county-wide resources to make homelessness brief and rare.**
- **Each eligible household is enrolled by outreach workers and housing navigators from area organizations**
- **Once enrolled, the household is referred to a housing case manager**
- **Each household is added to a master list which is reviewed on a weekly basis by coordinated entry partners to be connected to appropriate housing opportunities**

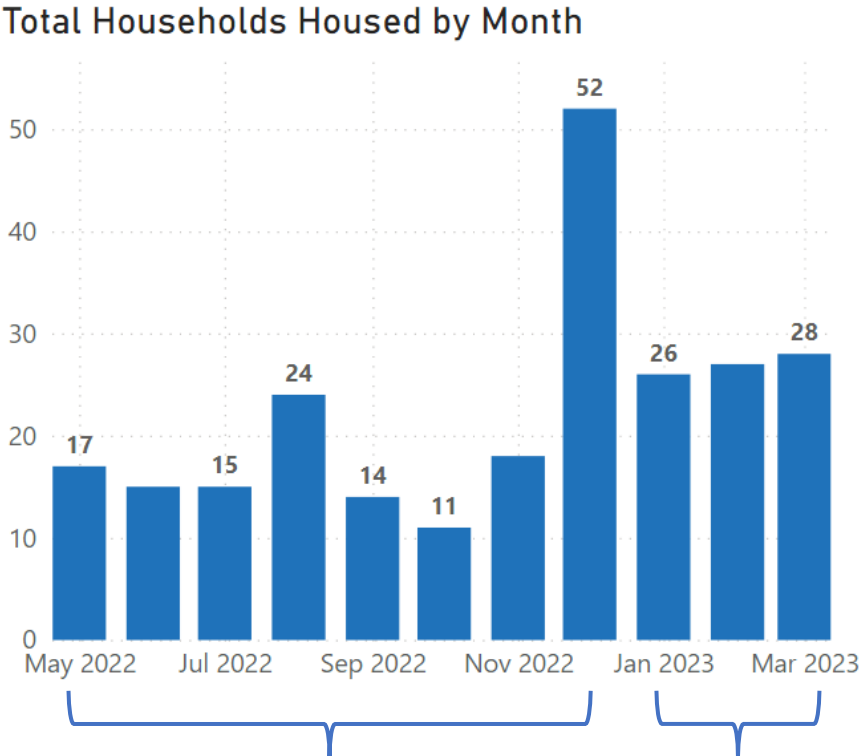


3. CCHA to support the transition of 165 households in vulnerable sub-populations directly to permanent housing over 5 - 8 months

- All households enroll in Coordinated Entry and engage with case management and housing navigation services
- All households who are eligible for the Homes Voucher Program apply & engage in housing search
- The City and CCHA intensely coordinate with housing providers to ensure housing plans are created and implemented and rental assistance programs are utilized
- The Coordinated Entry System prioritizes households within this extended motel stay for appropriate housing resources
- The State provide funding for the congregate shelter proposal, alleviating the acute demand on the Coordinated Entry system to house the adult individuals utilizing emergency shelter.



Households Supported by Coordinated Entry



May – December 2022:
166 households exiting
homelessness into
permanent housing

January – March 2023:
81 households housed



Radio System Installation

For

City of Burlington

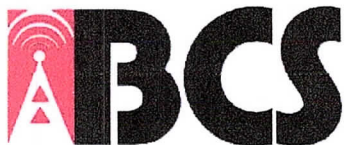


Prepared by

Burlington Communications Service Center Inc.

TABLE OF CONTENTS

Section #	Description
	Cover Letter
1	Executive Summary
2	Company Profile
3	Qualifications and Experience
4	Project References
5	Pricing
6	Brochures



City of Burlington
Derek R. Libby
136 South Winooski Ave.
Burlington, VT 05401
RFP Response

5/5/2023

Derek,

Burlington Communications is pleased to provide the City of Burlington with the installation support and additional equipment required for your new Motorola Radio system project. Our focus has always been on the service aspect of a project. This single aspect is what sets us apart from our competition.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Todd W. Goad".

Todd W. Goad
General Manager - Burlington Communications

4735 Williston Road, Ste 30.
Williston, VT 05495
802-862-7092 Office
802-373-9231 Cell

Todd.Goad@BurlingtonCommunications.com

Cover Letter – Burlington Communications understands and agrees to the scope of work and accepts all other terms and conditions of the RFP

1. EXECUTIVE SUMMARY

My business partner Eric Field and I have both been providing two-way radio service for Public Safety agencies for over 36 years. The City of Burlington is one of those agencies.

We are already partnered with Motorola to install the main components of your new Police and Fire Simulcast radio system. It only makes sense that our company should provide and install the items not included in Motorola's proposal such as Antenna Installation, Site Preparation, Subcontractor hiring, Logging Recorder, and the GPS tracking system.

We have recently installed similar Motorola P25 Simulcast systems for the City of Lebanon NH and the Town of Hartford Vermont's Police and Fire Departments. Burlington Communications installed and maintains all the Vermont 911 PSAP Motorola/Avtec Dispatch Consoles along with the same model Eventide Logging Recorder we are proposing for this project. References are included in our response.

The GPS Tracking system for the portable radios is by CompassComm and is the only system we found to be compatible with Motorola's P25 GPS packets.

Our proposal includes all costs to prepare the sites to meet Motorola's requirements and manage the applicable subcontractors. The City of Burlington will be responsible for any recurring site leases and network connectivity.

The City of Burlington is something to be proud of and I am proud to have helped with its communications needs for so many years.

I encourage you to call me with any questions.

Sincerely,

Todd

2. COMPANY PROFILE – BURLINGTON COMMUNICATIONS

We are a privately owned Vermont corporation and veteran owned business equally owned by Todd Goad and Eric Field. We were raised in Vermont and went straight from high school into the United States Air Force for training in various electronics fields. We ended up working together at Motorola's Burlington Vermont two-way radio service center for several years before purchasing Motorola's Vermont assets in 1993.

We help public safety agencies save lives by providing reliable two-way radio systems. We are a sales dealer and Authorized Service Provider for Motorola and several other communications vendors. Our diversified offerings allow us to select the best system components to meet our customer's needs.

We have 9 full time employees and 3 part time employees. Five employees are certified two-way radio technicians while four employees are primarily installers of two-way radio systems, warning lights, and sirens.

Our customer base includes public safety dispatch centers, utilities, hospitals, police, fire, rescue, businesses, and at least a dozen "3 letter" federal agencies: ATF, DEA, and ICE to name only a few.

We do our own engineering, system design, consulting, tower work, and we provide 24/7 emergency service for our local customers and 24/7 phone support for our out of state customers.

Primary Contact: Todd W. Goad
Burlington Communications Service Center Inc.
4735 Williston Road, Suite 30
Williston, VT 05495

Phone: 800-834-7092
802-862-7092
Fax: 802-860-6178

E-mail: Todd.Goad@BurlingtonCommunications.com

3. QUALIFICATIONS AND EXPERIENCE

The BCS Team Leaders:

Burlington Communications has a “top notch” team with years of two-way radio experience and training. All of our staff will be involved in this project on one level or another. The Project Manager will be my business partner Eric Field.

Todd W. Goad	General Manager - Owner
--------------	-------------------------

Thirty-Six years experience as a Two-Way Radio technician with Motorola / Burlington Communications and four years experience as an Avionics and Radar Navigation System Technician in The United States Air Force.

Associates in Applied Science Degree in Avionics (AAS)
Certified Senior Two-Way Radio Technician by ETA (CETa and CETsr)

Eric Field	Service Manager - Owner
------------	-------------------------

Thirty-Six years experience as a Two-Way Radio technician with Motorola / Burlington Communications and five years experience as a Ground Radio Communication technician in The United States Air Force.

Certified Senior Two-Way Radio Technician by ETA (CETa and CETsr)
Certified Project Manager

Bill Caswell	Systems Technician
--------------	--------------------

Forty years experience as a Two-Way Radio technician.

Certified Senior Two-Way Radio Technician by ETA (CETa and CETsr)

4. PROJECT REFERENCES

Town of Hanover NH Police and Fire Department

Contact and Title: Doug Hackett – Dispatch Supervisor

Phone number: 603-643-2222

Email: doug.hackett@hanovernh.org

Simulcast and Console Installations

Town of Lebanon NH Police and Fire Department

Contact and Title: Doug Albanese – Dispatch Supervisor

Phone number: 603-448-1212

Email: Albanese@lebanonnh.gov

Simulcast and Console Installations

Vermont State Police

Contact and Title: Dan Badger – Supervisor – Radio Technology Services

Phone number: 802-229-0882

Email: Daniel.Badger@vermont.gov

Dispatch Console Installations



Burlington Communications
4735 Williston Rd. Ste 30
Williston, VT 05495

Phone 802-862-7092

Fax

QUOTE

Quote # BCSQ10386

Date 05/05/23

Sales Rep. Todd

Quote To:

Burlington Fire Department
Derek R. Libby
136 South Winooski Ave
Burlington, VT 05401

Ship To:

Burlington Fire Department
Derek R. Libby
136 South Winooski Ave
Burlington, VT 05401

802.864.4554

Radio System Infrastructure Installation Quote for RFP

Ln #	Qty	Description	Unit Price	Ext. Price
1		Logging Recorder		
2	1	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty.	\$8,160.00	\$8,160.00
3	1	Integrated 7" Color LCD Touch Screen Display	\$1,487.50	\$1,487.50
4	1	Rack Mount Shelving	\$250.00	\$250.00
5	1	Internal IP Recorder with First 8 G.711 Channels	\$3,570.00	\$3,570.00
6	10	DX Series 8 Channel VoIP Add-On	\$1,632.00	\$16,320.00
7	1	8 pack MediaWorks DX web concurrent license. Advanced browser-based HTML5 interface for Search, Replay, Incident Reconstruction, Incident Export, Live Monitoring, Instant Recall and More	\$926.50	\$926.50
8	1	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses	\$2,295.00	\$2,295.00
9	1	Dual Port 100MB/1000 PCIe (PCI Express) Network Card for NexLog 740 DX-Series	\$561.00	\$561.00
10	1	Quick Install Kit (23 ft Cable + "66" Block)	\$255.00	\$255.00
11	1	Metadata Integration for Dispatch, RoIP, and Other Systems - Avtec Scout	\$3,570.00	\$3,570.00
12	1	Installation of Logging Recorder	\$6,080.00	\$6,080.00
13		SubTotal		\$43,475.00
14				
15		GPS System for APX Portables*		
16	1	COMPASSLDE v7 SERVER SOFTWARE	\$8,975.00	\$8,975.00
17	1	COMPASSLDE ASTRO OUTDOOR LOCATION IMW/UNS SERVER INTERFACE	\$3,795.00	\$3,795.00
18	120	COMPASSLDE PER ASTRO RADIO WITH INTERNAL GPS NO SENSOR SUPPORT - 101-1000 radios	\$110.00	\$13,200.00
19	4	COMPASSTRAC V7 STANDARD w/Reports & Alerts - Per Concurrent Browser	\$2,145.00	\$8,580.00
20	2	Compassdata Base Map provided and installed on LDE	\$8,450.00	\$16,900.00
21	1	Windows Server with SQL	\$6,500.00	\$6,500.00
22	1	Power Supply	\$250.00	\$250.00

Ln #	Qty	Description	Unit Price	Ext. Price
23	1	Antenna System	\$325.00	\$325.00
24	45	COMPASSCOM SYSTEM INTEGRATION SUPPORT	\$240.00	\$10,800.00
25	1	Annual Software Maintenance	\$7,950.00	\$7,950.00
26	1	Travel and Installation Labor	\$7,600.00	\$7,600.00
27		SubTotal		\$84,875.00
28				
29		Antenna Mounting Hardware		
30	4	Tower and Antenna Mounting Hardware	\$1,200.00	\$4,800.00
31	1	Equipment Cage for Jeffords Hall	\$2,400.00	\$2,400.00
32		SubTotal		\$7,200.00
33				
34		Services		
35	4	Antenna Installations - Rooftop and Tower Work	\$7,200.00	\$28,800.00
36	1	Site Upfit work (Electricians, Fiber Extension, Roofer, Cage, Manlift)	\$25,340.00	\$25,340.00
37		SubTotal		\$54,140.00
			SubTotal	\$189,690.00
			Sales Tax	\$0.00
			Shipping	\$0.00
			Total	\$189,690.00

* APX Control Station for GPS will be provided in Motorola Equipment Proposal

PRICES SUBJECT TO CHANGE AFTER 90 DAYS

6. BROCHURES

Eventide – Nexlog 740DX Logging Recorder

CompassComm – P25 Radio Tracking System

NexLOG™



Advanced Recording Solutions for Mission-Critical Communications



► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



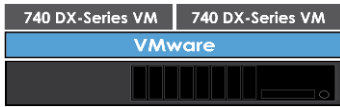
Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
4U Rack-Mountable

Smart Edge Capture Device™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

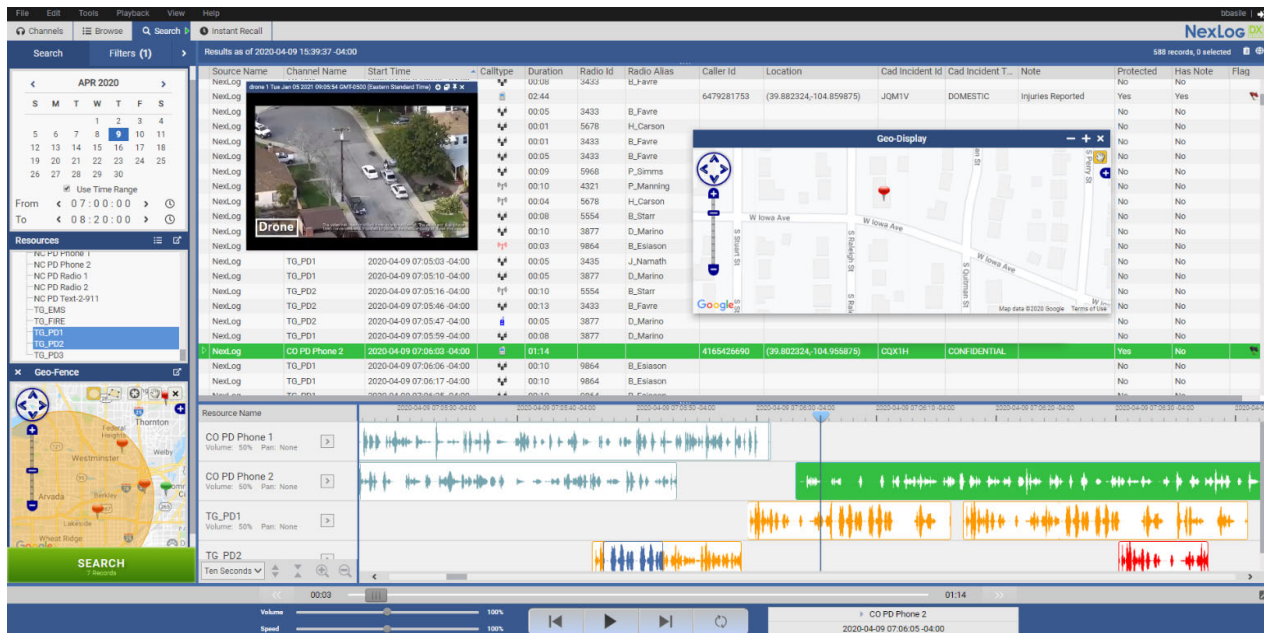
NexLog DX-Series™ Virtual Recording Software Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with **ESXi**

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.

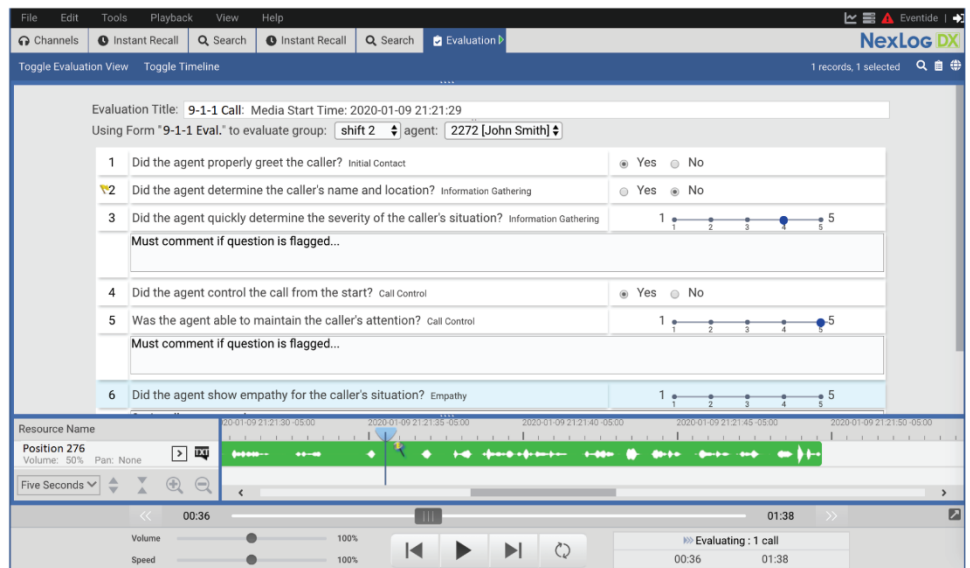


Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing • Upload videos and images to an incident for storage and replay***

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

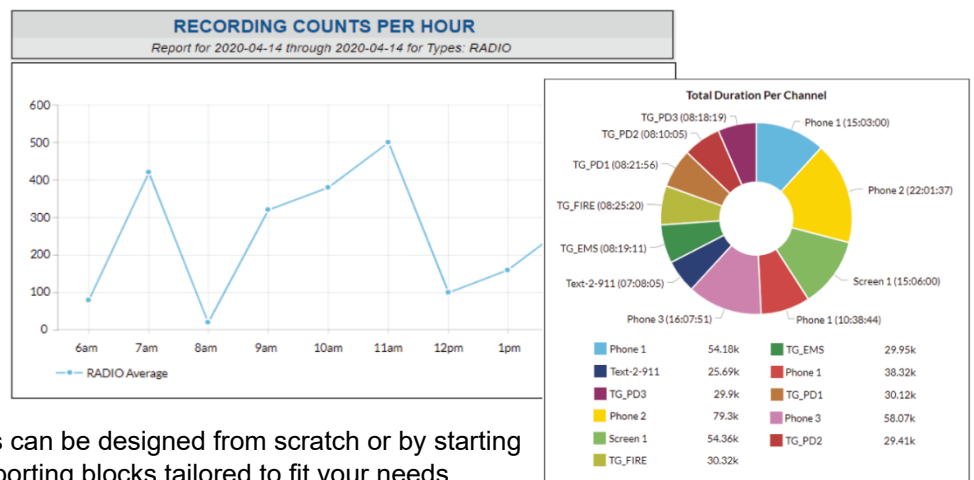
Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

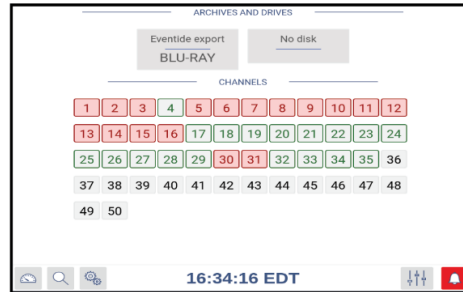
► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

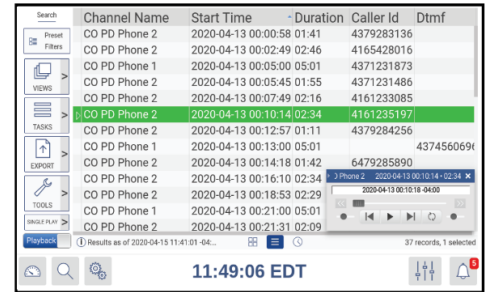
The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, DX-Series virtual recording solution or Smart Edge Capture Device. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
MicroAutomation Omni911
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Geoconex
RapidDeploy
Central Square: Inform,
Zuercher and Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP/Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps. *** Optional feature.

Track and Monitor Your Mobile Assets



On-Premise GPS tracking to support deployments where ownership, control, and security are the requirements

CompassTrac Enterprise

Installed on-premise behind your firewall as a platform to support enterprise GPS Tracking of vehicles, handheld devices and high-value assets.

Supports commercial wireless carriers and satellite communication.

Android Tactical Awareness Kit (ATAK) Support.

Support onboard IoT sensors to monitor asset statuses and states such as:

- Plow up/down
- Broom up/down
- PTO on/off
- Services lights running
- Check engine light on
- Seat belt engaged
- Engine diagnostics via OBD / Can Bus
- Multifactor Authentication (MFA) through LDAP

Empower system administrators to control historic data stored to meet organizations' data retention plans.

Scalable Tracking

Small Fleets to Thousands of High-Value Assets



Bring Your Own Device!

**CITY OF BURLINGTON
CONTRACT FOR SERVICES**

This Services Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Burlington Communications Service Center Inc. (“Contractor”), a Vermont corporation located at 4735 Williston Road, Suite 30, Williston, VT 05495.

Contractor and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 7 (Contract Documents) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the Burlington Motorola Radio System project.
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to provide installation support and additional equipment required for the Burlington FD Motorola Radio System project.

3. EFFECTIVE DATE & TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or

expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on **June 30, 2024** or upon the satisfaction of the City, unless sooner terminated as provided herein.

Commented [KK1]: Correct?

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) or as follows:

Commented [KK2]: Inserted as images from BCS quote

Ln #	Qty	Description	Unit Price	Ext. Price
1		Logging Recorder		
2	1	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty.	\$8,160.00	\$8,160.00
3	1	Integrated 7" Color LCD Touch Screen Display	\$1,487.50	\$1,487.50
4	1	Rack Mount Shelving	\$250.00	\$250.00
5	1	Internal IP Recorder with First 8 G.711 Channels	\$3,570.00	\$3,570.00
6	10	DX Series 8 Channel VoIP Add-On	\$1,632.00	\$16,320.00
7	1	8 pack MediaWorks DX web concurrent license. Advanced browser-based HTML5 interface for Search, Replay, Incident Reconstruction, Incident Export, Live Monitoring, Instant Recall and More	\$926.50	\$926.50
8	1	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses	\$2,295.00	\$2,295.00
9	1	Dual Port 100MB/1000 PCIe (PCI Express) Network Card for NexLog 740 DX-Series	\$561.00	\$561.00
10	1	Quick Install Kit (23 ft Cable + "66" Block)	\$255.00	\$255.00
11	1	Metadata Integration for Dispatch, RoIP, and Other Systems - Avtec Scout	\$3,570.00	\$3,570.00
12	1	Installation of Logging Recorder	\$6,080.00	\$6,080.00
13		SubTotal		\$43,475.00
14				
15		GPS System for APX Portables*		
16	1	COMPASSLDE v7 SERVER SOFTWARE	\$8,975.00	\$8,975.00
17	1	COMPASSLDE ASTRO OUTDOOR LOCATION IMW/UNS SERVER INTERFACE	\$3,795.00	\$3,795.00
18	120	COMPASSLDE PER ASTRO RADIO WITH INTERNAL GPS NO SENSOR SUPPORT - 101-1000 radios	\$110.00	\$13,200.00
19	4	COMPASSTRAC V7 STANDARD w/Reports & Alerts - Per Concurrent Browser	\$2,145.00	\$8,580.00
20	2	Compassdata Base Map provided and installed on LDE	\$8,450.00	\$16,900.00
21	1	Windows Server with SQL	\$6,500.00	\$6,500.00
22	1	Power Supply	\$250.00	\$250.00

23	1	Antenna System	\$325.00	\$325.00
24	45	COMPASSCOM SYSTEM INTEGRATION SUPPORT	\$240.00	\$10,800.00
25	1	Annual Software Maintenance	\$7,950.00	\$7,950.00
26	1	Travel and Installation Labor	\$7,600.00	\$7,600.00
27		SubTotal		\$84,875.00
28				
29		Antenna Mounting Hardware		
30	4	Tower and Antenna Mounting Hardware	\$1,200.00	\$4,800.00
31	1	Equipment Cage for Jeffords Hall	\$2,400.00	\$2,400.00
32		SubTotal		\$7,200.00
33				
34		Services		
35	4	Antenna Installations - Rooftop and Tower Work	\$7,200.00	\$28,800.00
36	1	Site Uplift work (Electricians, Fiber Extension, Roofer, Cage, Manlift)	\$25,340.00	\$25,340.00
37		SubTotal		\$54,140.00
		SubTotal		\$189,690.00
		Sales Tax		\$0.00
		Shipping		\$0.00
		Total		\$189,690.00

Contractor agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

B. Payment Schedule. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents or as follows: 50% upfront, 25% when equipment arrives, 25% at completion of the project. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

Commented [KK3]: Payment terms unclear from RFP response

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$189,690.00. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

Commented [KK4]: From memo dated 5/19/23

D. Invoice. Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Burlington Fire Department
Derek Libby
Deputy Chief of Operations
136 South Winooski Avenue
Burlington, VT 05401

Commented [KK5]: Correct?

The City reserves the right to request supplemental information prior to payment. Contractor shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated 5/8/2023

Attachment B: Contractor's Response to Request for Proposals dated 5/5/2023

Attachment C: Burlington Standard Contract Conditions for Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Contractor
Burlington Communications Service Center Inc

By: _____

Date: _____

City of Burlington
Fire Department

By: _____
Michael LaChance
Chief Engineer

Date: _____

**Attachment A:
Request for Proposals dated 5/8/2023**

DRAFT

Attachment B:
Contractor's Response to Request for Proposals dated 5/5/2023

DRAFT

**Attachment C:
Burlington Standard Contract Conditions For Contractors**

DRAFT

Attachment D:
Burlington Livable Wage Ordinance Certification

Commented [TD6]: Note to Departmental Staff: Applicable if the total amount of contract(s) *exceeds* \$15,000 for any 12-month period, including any subcontractors of such contractor or vendor.

Commented [TD7]: Note to Departmental Staff: Attach the Certification form *and* then the ordinance language.

This applies to:

- Attachment D: Burlington Livable Wage Ordinance Certification
- Attachment E: Burlington Outsourcing Ordinance Certification
- Attachment F: Burlington Union Deterrence Ordinance Certification

DRAFT

Attachment E:
Burlington Outsourcing Ordinance Certification

Commented [TD8]: Note to Departmental Staff: Applicable if total amount of contract is \$50,000 or more.

DRAFT

Attachment F:
Burlington Union Deterrence Ordinance Certification

Commented [TD9]: Note to Departmental Staff: Applicable if total amount of contract is \$15,000 or more.

DRAFT

**Attachment G:
Contractor's Certificate of Insurance**

DRAFT



Burlington Fire Department

136 South Winooski Avenue
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387



MEMORANDUM

To: Board of Finance
City Council

From: Michael LaChance Fire Chief

Date: May 19, 2023

CC: Jon Murad, Acting Police Chief
Chapin Spencer, Director, DPW
Katherine Shad, CAO

RE: Request to Adjust Contract with Motorola Solutions and Execute a Contract with Burlington Communications for Installation of our Public Safety Communication System.

Request:

The Burlington Fire Department, in cooperation with the Burlington Police Department and the Department of Public Works, is seeking approval and authorization to reduce the initial approval of the contract with Motorola Solutions from \$3,832,290.00 to \$3,623,631.00 (a net reduction of \$208,659.00). We are seeking the use of the freed up funds to contract with Burlington Communications for the buildout of sites, antenna installations and recorder installation. Burlington Communications was the sole bid received from our RFP which closed on 05/08/2023.

Background:

The public safety communications system for Burlington has reached the end of its life and does not provide for effective communications throughout the city. Through the 2022 General Fund Capital Bond, voters approved the replacement of this system allowing for the design and build-out of a modern and reliable system to meet the needs of Fire, Police, and the Department of Public Works.

Through the approved use of National Bid Pricing, the City had engineering work completed on the new system, which provides us with location and design features that afford for significant improvements over our current infrastructure.

- 1.) Improvements include a network designed to serve the communications needs of Burlington.

- 2.) The replacement of existing infrastructure has reached its end of life and lacks reliability.
- 3.) Upgrades to both Fire and Police radios, which allow clearer and more reliable communications to include both Fire and Police Department's ability to communicate with other agencies.
- 4.) Improved communication capability for the Department of Public Works through the placement of infrastructure at 100 Bank Street.

Procurement:

The entire project including installation costs was included in the original bid received from Motorola Solutions. It is now realized that the installation costs in their bid was more of a place holder as they do not contract directly with the installation vendor. That payment and contract is the responsibility of the City. Burlington Communications was the sole bidding entity of our RFP for installation and we now wish to enter into a contract for the installation of the Motorola upgrades.

Funding:

The 2022 General Fund Capital Bond will pay for this work and this project was explicitly discussed when the bond was passed by the voters during the 2022 Town Meeting Day election.

Attachments:

1. BCS Bid documents

Board of Finance Motion:

To authorize and recommend that the City Council authorize the reduction of the Motorola Solutions contract limiting amount to \$3,623,631.00 and to further authorize the Fire Chief to execute a contract with Burlington Communications for public safety communication system installation, with a maximum limiting amount of up to \$208,659.00, which is the contract cost and a ten percent (10%) contingency, subject to the review and approval of the City Attorney's Office.

City Council Motion:

To authorize the reduction of the Motorola Solutions contract maximum limiting amount to \$3,623,631.00 and to further authorize the Fire Chief to execute a contract with Burlington Communications for public safety communication system installation, with a maximum limiting amount of up to \$208,659.00, subject to the review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Fire Submitter: Michael LaChance

Title/Subject: Radio system contract change authorization

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/15/2023	Memo has been through legal.
Mayor's Office informed and approved memo	Yes	5/22/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	X	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/23/2023	J. Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/15/2023	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	5/24/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	X	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	X	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	RFP submission from BCS
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

Department: DPW – Water Resources Submitter: Megan Moir

Title/Subject: ARPA Pretreatment Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/22/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	5/23/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/23/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/24/2023	Click or tap here to enter text.
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	N/A	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?	N/A	Click or tap here to enter text.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, DPW Division Director – Water Resources

DATE: May 30, 2023 / June 5, 2023

CC: Chapin Spencer, Director of Public Works

RE: Request for Acceptance of American Rescue Plan Act (ARPA) 2022
Pretreatment Grant Funds for Businesses and Municipalities

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks approval and authorization to accept American Rescue Plan Act (ARPA) Pretreatment Grant funds in the amount of \$183,188 for the continued development of the City's Industrial Pollution Prevention Program (IPPP) specifically to be used for development of technically based local limits, development and implementation of industrial user surveys, and updates to a sewer use ordinance.

EXECUTIVE SUMMARY

Background

One of the seven focus areas in the 2018 Clean Water Resiliency Plan (<https://www.burlingtonvt.gov/Water/CWRP>) was the development of an Industrial Pollution Prevention Program (IPPP). The IPPP is necessary to improve the City's regulatory approach to controlling the discharge of pollutants of concern (including phosphorus, high strength waste, chemical compounds, oils and grease) from its users into the City's sanitary sewer system. Discharge of high strength waste in particular can compromise the health of biological treatment systems at wastewater treatment plants and has an impact on a plant's ability to protect receiving waters. In fact, two high profile disinfection failures at the City's Main Wastewater Treatment Plant in 2018 were likely exacerbated by the negative impact of high strength waste on the plant's biological treatment cells. While the Plant has generally been able to handle the levels of high strength wastewater without permit issues, at various times the strength of the influent is above its design parameters. As such, this IPPP is a necessary step in maintaining organic capacity even as Burlington businesses grow. Secondary benefits of the program will include the reduction in frequency of disruptive and costly sewer back-ups by improving sewer users understanding and compliance with ordinances related to keeping grease out of the sewer system.

In 2019, WRD engaged Hoyle, Tanner and Associates, Inc. (Hoyle, Tanner) to provide assistance with the development of an IPPP to regulate the non-domestic discharges from the City's industrial and commercial users. The purpose of the IPPP is to regulate and to prevent the introduction of pollutants into the City's WWTPs from industrial users which can:

- Interfere with the operation of the WWTPs or contaminate the sludge;
- Pass-through the treatment works into receiving waters or the atmosphere or otherwise be incompatible with the WWTPs;
- Hinder opportunities to recycle and reclaim wastewaters and the sludges resulting from wastewater treatment; or
- Expose workers to chemical or other hazards.

The IPPP development work has and continues to generally follow the "USEPA's Guidance Manual for WWTP Pretreatment Program Development, October 1983". Work to date has been funded through the State of Vermont Revolving Loan Fund (CWSRF Loan # RF1-254-1.0).

Although significant progress was made by the Project Team, the combination of sampling results, which were impacted by the waves of economic shut down in 2020, as well as the a very low response rate to the surveys, and lack of availability of technical information from the users has made it difficult to reliably understand what the industries are currently discharging necessitated a significant additional effort in order to get this program across the finish line.

In June 2022, WRD received authorization from the Board of Finance and City Council for a \$198,926 increase to the existing \$224,120 Clean Water State Revolving Fund (CWSRF) Step I Planning Loan amount for a total Planning Loan of up to \$423,046 and the same increase to the \$199,955 engineering services agreement amount with our existing IPPP consultant Hoyle Tanner, for a total contract amount of \$398,881. At that time, it was noted that the City was closely tracking the upcoming ARPA Pretreatment Grant program and had identified an amount up to \$177,223 eligible (initial estimate) for reimbursement if the City was ultimately selected and approved for the Grant. An application was submitted for an amendment to the CWSRF loan in August 2022 and work has been proceeding, however final execution of the loan had been pending the outcome of the ARPA Pretreatment Grant application process.

In response to the ARPA Pretreatment Grant Request for Proposals (RFP), which contained more details about eligibility, in September 2022 the WRD submitted a grant application requesting \$183,188 in eligible program costs. In January 2023, WRD was notified by the Vermont Department of Environmental Conservation (VTDEC) that our grant application was approved and the City would be awarded the requested \$183,188 in grant funds to be used for development of technically based local limits, development and implementation of industrial user surveys, and updates to a sewer use ordinance. The American Rescue Plan Act specifies that these funds must be encumbered by

12/31/2024 and expended by 12/31/2026. VTDEC has been delayed in preparing the grant agreements, but recently confirmed that they are soon to be sent to the City for execution. Since grant eligible expenses have been occurred in FY23, WRD is looking to obtain Board of Finance and City Council approval to accept the grant before the agreement is in hand so that it ideally can be executed prior to the end of the fiscal year and those expenses can be submitted for reimbursement prior to the FY23 audit. As such, WRD requests authorization to accept the identified ARPA Pretreatment grant funds and enter into a grant agreement with VTDEC, following the receipt of the proposed agreement document and subject to the prior approval of the City Attorney's Office.

With the receipt of these grant funds, the amount of the SRF loan amendment will be reduced to \$15,738 (for a total SRF loan of \$239,858), of which 50% of the loan amendment value (or \$7,869) is eligible to be forgiven in addition to the \$100,000 of loan forgiveness already received.

FUNDING

Overall, between the initial \$100,000 in SRF loan forgiveness, the \$183,188 of ARPA Pretreatment grant, and the anticipated additional loan forgiveness of \$7,869, the debt related to this project has been substantially reduced – with the City needing to repay only \$131,989 of the \$423,046 project cost.

Table 1: Burlington IPP Funding Summary	
Total Project Costs	\$ 423,046
SRF Planning Loan Forgiveness	\$ 107,869
ARPA Pre-Treatment Grant	\$ 183,188
Remaining SRF Loan Repayment Debt	\$ 131,989

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works to execute a grant agreement for \$183,188 with the Vermont Department of Conservation for ARPA Pretreatment Grant funds to be used for the further development of the City's Industrial Pollution Prevention Program, subject to the prior review and approval of the City Attorney's Office."

City Council:

1. "To authorize the Director of Public Works to execute a grant agreement for \$183,188 with the Vermont Department of Conservation for ARPA Pretreatment Grant funds to be used for the further development of the City's Industrial Pollution Prevention Program, subject to the prior review and approval of the City Attorney's Office."

Thank you for your consideration of this request.



MEMORANDUM

To: Board of Finance
City Council

From: James Sherrard, Stormwater Program Manager

Date: May 30th, 2023

Cc: Megan Moir, Division Head, Water Resources
Chapin Spencer, DPW Director

RE: Authorization to accept ARPA grant funds and Execute the Associated MOU for a Public-Private-Partnership Stormwater Water Quality Project

REQUEST

The Department of Public Works, Water Resources Division (WRD) seeks Board of Finance and City Council authorization to:

1. Accept \$705,504.00 of pass-through American Rescue Plan Act (ARPA) funds through the execution of a grant agreement with the Vermont Department of Environmental Conservation (VTDEC) for a Public-Private-Partnership (P3) Project; and
2. Authorize the execution of a MOU between the City and the P3 private parties establishing the roles and responsibilities of administering said grant funds.

EXECUTIVE SUMMARY

Background

As part of its approach towards reducing phosphorus pollution from stormwater runoff, in 2020 the VTDEC issued a new round of regulations to address properties with significant amount of impervious surface (3 acres or more) that do not have modern stormwater management. These properties are required to comply with Stormwater General Permit 3-9050, known as the 3-Acre Permit, which includes requirements to evaluate the feasibility of installing stormwater treatment at existing sites (retrofits) and to build such practices no later than 2029. However, upon the acceptance of the ARPA funding the practice completion deadline will be moved up to June 30th, 2026. Retrofits are the enhancement of existing stormwater management practices or the installation of stormwater management practices where none currently exist. Nearly 700 sites were identified across the State that would need to comply with the new requirement, the majority of which are private properties.

A Public-Private Partnership (P3) approach has been used across a wide variety of infrastructure-related projects to achieve shared community goals. These types of partnerships have been shown to

effectively reduce costs, improve quality control, and expedite implementation¹. In 2019, VTDEC began to assess the feasibility of P3 opportunities in Vermont, specifically for sites required to meet 3-Acre permit requirements. With their consulting partner, Watershed Consulting Associates, LLC, VTDEC assessed a number of partnership opportunities across the state, including two in Burlington. A copy of their final report is included as Attachment A.

The two sites identified in Burlington involved the “South Meadow Apartments” owned by Champlain Housing Trust (CHT) and the “Shelburne Road Shopping Plaza” property owned by Antonio B. Pomerleau, LLC (Pomerleau). Following a feasibility study, this P3 site was advanced to the 30% design stage, and ultimately recommended for State funding opportunities to cover final design and construction. Since that time a combination of private and State Block Grant funding has brought those designs to 60% completion.

In addition to this P3 site having Lake Champlain water quality related regulatory requirements via the 3-Acre permit, it is also a critical project included in the State approved Potash Brook Flow Restoration Project (FRP) which is a requirement that the City must meet as part of its Municipal Separate Storm Sewer System (MS-4) permit.

Potash Brook was designated as a stormwater-impaired watershed on the 2004 Vermont 303(d) list, due to multiple impacts associated with excess stormwater runoff related to the high imperviousness of its watershed. The VTDEC developed a Total Maximum Daily Load (TMDL) for Potash Brook which was approved by the EPA in 2006. The TMDL mandates required changes in watershed hydrology – specifically a reduction in stormwater high flows and increases in baseflow – necessary to restore water quality in the Brook. In order to achieve the identified targets DEC required the development of a FRP which identifies the scope and scale of the best management practices needed to meet the flow targets established in the TMDL, and ultimately attain compliance with the applicable Water Quality Standards.

The “Flow Restoration Scenario” included in the Potash Brook FRP completed jointly by South Burlington and Burlington includes a variety of retrofits necessary to sufficiently manage high flows to achieve the TMDL flow targets. Among the retrofits identified, the restoration plan includes the construction of a new gravel wetland located at the P3 site associated with the above mentioned ARPA funding award.

While the P3 site would need to meet its 3-Acre permitting requirements regardless of the City’s involvement, Burlington itself is responsible for compliance with the FRP TMDL requirements. This P3 partnership represents a rare opportunity to address multiple water quality permitting needs, including those born by the municipality, with funding wholly provided through private parties and ARPA grant funds.

Project Funding

The award is for up to \$705,504.00 of pass through ARPA funds (Attachment B) and does not have any match requirement from the City. Funds will cover a significant portion of the construction of a gravel wetland system and associated resident engineer (RE) services. All costs associated with this project above those provided through ARPA funds will be borne by the private parties.

¹ EPA Region 3, Water Protection Division, 2015

Due to the nature of the funding, a municipal entity must serve as recipient, which Burlington has tentatively agreed to do pending Board of Finance and City Council approval. The City has a vested interest in seeing this project completed, as it will help Burlington achieve compliance with the Potash Brook Flow Restoration Plan.

Contractor Selection & Oversight

Water Resources has developed a Memorandum of Agreement between the City, Pomerleau, and CHT to outline the responsibilities of each party (Attachment C). This Agreement also serves to protect the City from being compelled to pay any expenses that may be determined ineligible for grant reimbursement. It further ensures that Burlington is only responsible for reimbursing Pomerleau for expenses up to the amount of the grant award and that no future State Permitting requirements and/or costs associated with 3-Acre permit compliance become the responsibility of the City.

Pomerleau will be handling the procurement and construction oversight processes; however, the State requires that they adhere to the City's procurement procedure. Therefore, while the City will not be entering into an agreement with the selected contractor, selection will be consistent with the City's standards for procurement.

In the event VTDEC deems any expense ineligible, the MOU protects the City from being compelled to reimburse Pomerleau for those expenses.

ATTACHMENTS

- A. *Public-Private Partnership for Stormwater Management*, Final Report, May 2021, Watershed Consulting Associates, LLC
- B. FFA Standard Grant Agreement (ARPA Funding)
- C. Draft MOA between the City, Pomerleau and CHT

MOTIONS

The Water Resources Division respectfully request the Board of Finance and City Council approve the following motions:

Board of Finance:

1. To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$705,504.00 for final design and construction of the P3 project involving the "South Meadow Apartments" and the "Shelburne Road Shopping Plaza" property, subject to final review and approval by the City Attorney's Office.
2. To authorize the execution of a MOU between the City and the P3 private parties: Antonio B. Pomerleau, LLC and Champlain Housing Trust, establishing the roles and responsibilities of administering said grant funds, subject to final review and approval by the City Attorney's Office.

City Council:

1. To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$705,504.00 for final design and construction of the P3 project involving the "South Meadow Apartments" and the "Shelburne Road Shopping Plaza" property, subject to final review and approval by the City Attorney's Office.
2. To authorize the execution of a MOU between the City and the P3 private parties: Antonio B. Pomerleau, LLC and Champlain Housing Trust, establishing the roles and responsibilities of administering said grant funds, subject to final review and approval by the City Attorney's Office."



Public-Private Partnership for Stormwater Management

Final Report – May 2021

SUBMITTED TO:

Jim Pease

VT Department of Environmental Conservation
1 National Life Drive, Davis Building – 3rd Floor
Montpelier, VT 05620-3522
(802) 490-6116
Jim.Pease@vermont.gov



SUBMITTED BY:

Andres Torizzo

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E. Landowner Outreach	N. Top 10 Permit Requirements
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Introduction

Stormwater runoff from developed surfaces quickly flows into nearby waterways, carrying with it nutrients and other pollutants of concern that negatively impact water quality. To address this issue, the Vermont Department of Environmental Conservation (VT DEC) drafted a new rule to be included in the general stormwater permit requiring properties with three or more acres of impervious surface to manage stormwater and maintain a permit. Nearly 700 of these 3-acre sites were identified throughout the state; many of these sites are private properties. The new rule is part of the VT DEC's strategy to support the implementation of the Lake Champlain Phosphorus Total Maximum Daily Load (TMDL), which identified specific Phosphorus reductions required by each lake segment basin.

Challenges in managing stormwater from these sites exist for a number of reasons. Many of these parcels have never had a permit to manage stormwater and do not have any treatment practices in place. Other complexities on these sites can include co-mingled drainage from neighboring developed land or areas that have physical constraints such as urban fill soils, high groundwater, utilities, contamination, and lack of open space. With the implementation of the new '3-acre rule,' property owners will be required to treat 50% of the water from a 1-inch storm for their impervious surfaces. Meeting the stormwater management requirements of the permit may be cost prohibitive for some landowners, and sometimes impossible due to site constraints. One way to resolve some of these challenges is to develop a public-private partnership between the private landowner or landowners and the local municipality. Public-private partnerships (P3) are used in a variety of other infrastructure sectors, such as roads and drinking water, to achieve shared community goals. These types of partnerships have been shown to effectively reduce costs, improve quality control, and expedite implementation¹ (EPA Region 3 Water Protection Division, 2015).

The goal of this project was to facilitate and demonstrate the feasibility of partnerships between municipalities and private landowners to manage stormwater to meet the requirements of the 3-acre rule. A principal outcome of these partnerships was the development of a 30% design for each of the ten selected 3-acre sites. While compliance with the permit requirements will lead to improved stormwater management and downstream water quality, the partnerships were also established with the goal of providing mutual benefits for both landowners and municipalities.

An additional outcome of this project was providing the VT DEC with ten example partnerships that can be used as a model for other parcels across the state. The partnerships take a variety of forms depending on the site conditions, landowner needs and preferences, goals of the municipality, and the ability of the municipality to provide support.

To achieve the established goals of the project, Watershed Consulting Associates, LLC (Watershed Consulting) assembled a team of project partners including the Regional Planning Commission (RPC) in each of the Lake Champlain Basin regions (Chittenden County RPC, Lamoille County RPC, Northwest RPC, Central Vermont RPC, Rutland RPC) and the Rutland Natural Resources Conservation District. Hoyle Tanner and Associates provided engineering support to develop the 30% designs. AES Consulting conducted landowner outreach to inform private landowners of the project. Northwoods Ecological was available to conduct wetland assessments for sites where wetlands concerns were present.

¹ EPA Region 3 Water Protection Division. (2015). Community Based Public-Private Partnerships and Alternative Market-Based Tools for Integrated Green Stormwater Infrastructure. Philadelphia: United States Environmental Protection Agency.



Twenty-one towns in the Lake Champlain Basin participated in meetings to identify potential partnerships and municipality needs. Following the initial round of meetings, outreach to landowners was conducted to determine interest in participation. Ten sites were selected for development of 30% designs following a prioritization and ranking process. The process and outcomes are described in this report.

Site Selection Process

Initial planning meetings were held with VT DEC Stormwater Program representatives, RPC partners, Hoyle, Tanner & Associates, Inc., and Watershed Consulting to gain a better understanding of the 3-acre rule requirements under the Stormwater General Permit (3-9050). Discussions involved answering questions on potential scenarios that 3-acre sites may encounter as they fulfill permit requirements. See Appendix A for the minutes from each planning meeting.

To identify the ten 3-acre sites where concept designs would be completed, the site selection process was broken down into several stages. First, an extensive data library was compiled and submitted to the DEC in March 2019. The purpose of this library was to gather relevant reporting and spatial datasets for municipalities within the Vermont portion of the Lake Champlain Basin. This data review served to assess the availability and quality of data related to stormwater management, parcel data vintage, and proposed and existing stormwater Best Management Practices (BMPs). The library served as a source of data that could be easily accessed throughout the project and continued to evolve as partner organizations identified additional sources of information.

The data library was also used to determine which towns in the Lake Champlain Basin would meet initial “Tier 1” criteria (described below). Outreach was then completed for municipalities that met these criteria. Regional planning commission partners were essential in municipal outreach to provide background and information about the 3-acre permit requirements, to present the opportunity this partnership project would offer, and to gauge their interest in participation.

Parcels were identified in each municipality that were potentially interested in participating in the project and possible sites were selected based on “Tier 2” criteria (described below). These criteria provided a basis for discussions when meeting with municipalities. Meetings were held with the candidate municipalities, applicable RPCs, AES Consulting, VT DEC, and Watershed Consulting to discuss possible partnership.

During these municipal meetings, candidate 3-acre parcels and additional 3-acre sites of interest to the municipality were discussed. The preferred 3-acre site was determined if the municipality elected to continue participation in the project. Field assessments were completed for each candidate site and a ranking was completed to prioritize sites for selection.

Private landowner outreach was then completed, beginning with the highest ranked sites, and moving down the ranked list. Meetings were scheduled with willing landowners. The meetings included the private landowner(s), municipalities, RPCs, AES Consulting, VT DEC, and Watershed Consulting. At this time, the potential partnerships and benefits to both parties were discussed and both the municipality and private landowner(s) decided if they were willing to continue participation in the project. The ten selected sites were identified from those willing partners. The selected sites included a variety of partnership opportunities, geographic locations, municipality sizes, and site conditions.



Tier 1 Criteria – Town Selection

The goal of this stage of the project was to identify at least ten municipalities to participate in the study. In Vermont, 145 municipalities are located within the Lake Champlain Basin. Not all of these municipalities have parcels that are subject to the 3-acre permit while some municipalities with 3-acre sites had only parcels containing public properties such as schools. The VT DEC is working with the schools separately to meet permit requirements.

Criteria were identified to provide a balanced selection of municipalities of varying sizes and geographic area. Municipalities considered for selection in the study met certain attributes:

- One or more parcels within the municipal boundaries that are subject to the 3-acre permit.
- The municipality was interested in or willing to explore public-private partnership opportunities with private landowners.
- Documented water quality concerns in waterways related to developed lands runoff noted in a planning document (i.e., Stormwater Master Plan (SWMP), Flow Restoration Plan (FRP), Phosphorus Control Plan (PCP), Corridor Plan, Basin Plan, or other planning document or study).

After initial screening, municipalities were classified based on criteria that met the following goals:

- Completed SWMP, FRPs, or similar plans or studies with BMPs that have not yet been implemented. These documents have identified BMP sites that represent significant stormwater concern and may overlap public and private concerns and properties.
- Range of geographic locations including distribution of sites among counties within the Lake Champlain Basin.
- Varying municipality size as determined by population.
- Differing dominant land uses to ensure inclusion of more rural municipalities and more urban municipalities.

See Appendix B1 for an outline of the Tier 1 Selection Process and a map of the selected towns.

Tier 2 Criteria – Parcel Selection

To further refine site selection, a set of criteria were identified by the project team. These criteria represent a range of conditions that may exist among the 3-acre sites. 15 criteria were identified and each selected site had to meet at least one criterion from the list. See Appendix B2 for maps of the Tier 2 selected sites. A diversity of criteria were selected when making final site selections:

- Within a subwatershed with a particularly high impervious cover (>40%).
- Is directly connected to a stream (via direct pipes or overland flow).
- Within an historically developed village area that is served by on-site sewer/ water sources.
- Within a mapped river corridor.
- A parcel with >85% impervious cover.
- Within a subwatershed where major development/ redevelopment is predicted or planned in the near future (~5-10 years).
- Property with an older stormwater permit (so-called '1-' and '2-' permits reauthorized under GP 3-9010).
- Draining to a road network that meets the criteria to utilize a green streets approach to treat runoff.



- The municipality must be interested/ willing to explore public-private partnership opportunities with private landowners (that could include O&M agreements and/or partial treatment of public runoff on private lands).
- Parcel noted in a SWMP but with no implementation to date.
- Publicly owned parcel draining to a privately-owned parcel.
- Privately owned parcel draining onto public land.
- Parcel that is included in a drainage area to a BMP named in an FRP that has not yet been designed.
- Parcel surrounded by agricultural land.
- Two or more 3-acre parcels bordering one-another.

Initial Municipal Meetings

Municipal staff in municipalities across the Lake Champlain Basin have various levels of understanding of the 3-acre permit requirements (Figure 1). To provide these staff with additional information and initiate a conversation about the opportunity to participate in this project, RPC representatives conducted outreach with municipal staff. In-person meetings were then held with 21 municipalities that were interested in learning more about the project and the permit requirements. Attendees at municipal meetings included representatives from the municipality, the respective RPC, Watershed Consulting, AES Consulting, and VT DEC.

The meetings served to share information with the municipal representative, including specifics about the 3-acre rule and the site(s) in their municipality that will need to meet the requirements. This discussion started with the site selected using the tier 2 criteria and then moved to other sites that the municipalities wanted to discuss. Discussion was often spurred by the potential public benefit of the partnership. Any knowledge about the site, including site history and plans available, stormwater challenges and needs, and previous interactions with owners were discussed. Partnership opportunities were discussed, including identifying a public benefit for the preferred sites.

Outcomes of meetings were recorded in minutes and any questions or action items were resolved to the extent possible following the meeting. See Appendix B3 for each Town's meeting minutes.

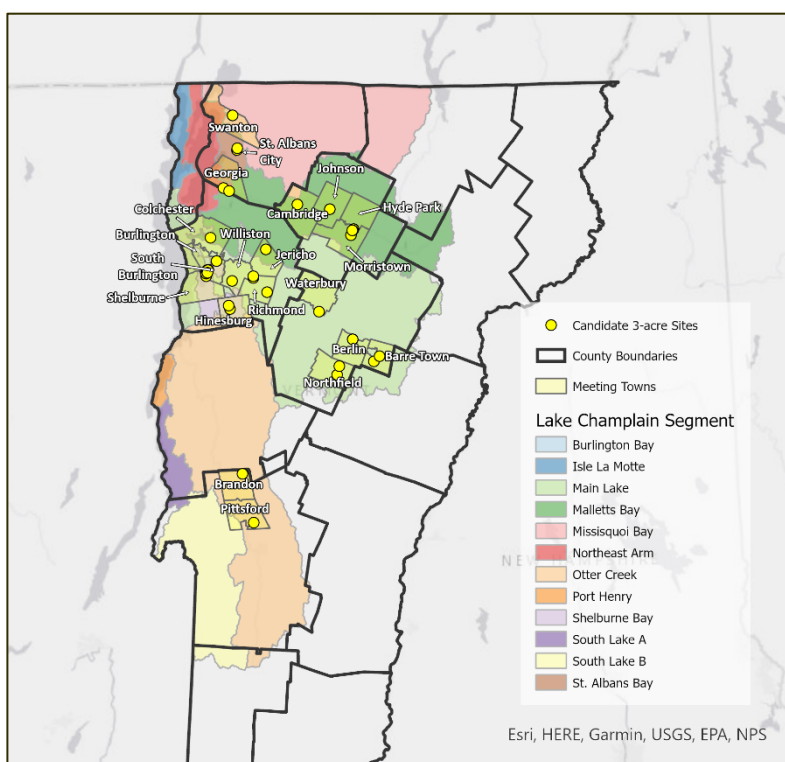


Figure 1. 21 municipalities within the Lake Champlain Basin participated in initial outreach meetings.



Barre Town

Twenty parcels in Barre Town will be subject to the 3-acre rule. The Hannaford Supermarket parcel was selected by the project team prior to the meeting as a site that met several criteria of the project, including being a parcel with >85% impervious cover. During the course of the meeting, a public benefit could not be identified, so this parcel did not move forward for further discussion. Parcels that have orphaned permits were of interest to the town due to the complexities of renewing the permits. One site, Wildersburg Common, was selected as a preferred site because treatment from this parcel could also be of benefit to Barre City. The development is a dense housing site susceptible to erosion. The road is owned by the town, who is listed as permittee on the sole operational stormwater permit covering the site.

Berlin

The Town of Berlin has 15 parcels subject to the 3-acre rule. The Blue Cross Blue Shield parcel was identified prior to the meeting as a potential opportunity for partnership. The parcel has mapped stormwater infrastructure, co-mingled drainage, and borders other 3-acre parcels. A public benefit for the Town was not identified during the discussion, removing it from consideration. An alternative site, Weston's Mobile Home Park, was selected as a preferred site by the Town. The cooperative residential park will need more assistance meeting the 3-acre rule, and this could be a benefit to the community of Berlin. The roads within the park are private, but the Town sees the benefit of supporting a low-income community.

Brandon

Five parcels subject to the 3-acre permit are present in Brandon. Two of these sites are schools, which are not a priority for this project. New England Woodcraft has 5.89 impervious acres. This site was selected for the opportunity to meet Green Streets criteria along the busy roadway. The road has previously been assessed for sidewalks and the Town is interested in improving it for pedestrians. The site is located at the top of the hill; water flows from the site into the Neshobe River near Forest Dale in Brandon. The Town was interested in partnering with New England Woodcraft to support the large employer, improve the roads and sidewalks for pedestrians while treating stormwater from North Street, and additional municipal drainage from the road.

Burlington

Burlington has 39 parcels subject to the 3-acre rule. Among these parcels, two were identified as meeting the objectives of the project and providing a benefit to the City. These two parcels, the Pomerleau-owned Shelburne Road Shopping Plaza and the Champlain Housing Trust property at South Meadow, are adjacent to each other and both are partially in a mapped river corridor. They are also both identified in the Potash Brook Flow Restoration Plan (FRP). A single treatment practice designed to treat stormwater from both parcels and help the City of Burlington meet flow restoration goals was of interest to the City. The City was willing to consider partnership roles such as taking responsibility for the permit and O&M or acting as a municipal sponsor for grant opportunities for final design and construction of a practice. The project was advanced to on-site assessments for ranking among other potential projects and discussion with the landowners.

Cambridge

Two parcels are subject to the 3-acre rule in Cambridge. One parcel is the Smuggler's Notch Ski Area and the second is G.W. Tatro Construction. A portion of the village drains onto the G.W. Tatro property, which is directly connected to the stream and in a location that may experience future redevelopment. A treatment practice located on this property could benefit the Town by managing some of this drainage. There are some constraints that limit the opportunities on the property due to its location in the river corridor. The Town was interested in pursuing this opportunity. Partnership with Smuggler's Notch Ski Area was not of interest to the Town for this project.



Colchester

The Town of Colchester has 42 parcels that will be subject to the 3-acre rule. Among these parcels, many are residential developments. The site recommended for discussion by the project team, Bay View Road, is a neighborhood with three ponds that are co-permittees with the Town on an expired stormwater permit (#3631-9010). The Town was concerned about offering support to one homeowner's association, but not all. Other commercial sites were not of interest for the Town to enter into a partnership. The Town of Colchester was not interested in pursuing new partnerships for this project.

Georgia

The Town of Georgia has eight parcels that will be subject to the 3-acre rule. Among these, several are housing developments. Two commercial sites are also on the list, but each is planning new development that will require a new permit. Two housing developments were identified as potential project partners, Woods Hollow and Nottingham. These sites have Town-owned roads and expired stormwater permits (Woods Hollow: 5472-9010, Nottingham: 5638-9010). However, following the meeting, the Town communicated that they were not interested in pursuing the project further.

Hinesburg

Ten sites in Hinesburg will be subject to the 3-acre rule. Of these sites, two were identified for potential benefit to the Town prior to the meeting. Ballards Corner is a parcel that has multiple property owners with different uses, including residential, public, and commercial. The Town owns the roads to the library. The site is also part of a VTrans project to improve the intersection and upsize the culverts. There is an undeveloped lot on the parcel that could be of use for designing a practice. This site was recognized as being complicated but helpful to the Town and providing a public benefit.

A second site in the Town was also considered: The Cheese Plant. The site has 5.08 mapped impervious acres. The site is in a flood hazard area and catchbasins discharge directly to the LaPlatte River. The Town is interested in pursuing this partnership and identified public benefits of improving water quality in the LaPlatte River.

Hyde Park

Three properties in Hyde Park will be subject to 3-acre permit requirements. One site is the Lamoille Union High School. However, this site was not a priority for this project as schools will have other design and funding opportunities to meet their permit requirements. The other two sites, a mobile home park and a small business were discussed to identify opportunities for partnership and gauge interest by the Town. Sterling View Mobile Home Park has 12.44 acres of mapped impervious surface and the property drains directly to a stream. The main road in the park is Town-owned, with private side roads. There is an access area to public trails from the main road, but this access is not well established. A fire pond is located near the entrance to the park. It was not designed for stormwater but could possibly be retrofit to meet the permit requirements. The small business, Heath Lumber, has 3.91 acres of impervious that is separated by a road. Known stormwater issues exist on the property. The Town has interest in a partnership but prefers the mobile home park for this project.

Jericho

The Town of Jericho has seven parcels that will be required to meet the 3-acre permit requirements. Four of the sites are schools and not of interest to the Town. A mixed use residential and commercial district was of interest to the Town. The site is included in the Jericho SWMP. The parcel is on both sides of Rt. 15; the north side is a commercial development, and the south side is a housing development. The parcel has an old (pre-2002) permit that includes more impervious acreage than is currently developed (18.5 acres permitted; 9.3 acres mapped). The Town is a co-permittee, so a partnership would be of benefit to the Town.



Johnson

The Town of Johnson has four parcels that are subject to the 3-acre permit requirements, including two separate parcels that are part of the Northern Vermont University campus. The Town has some interest in these parcels due to known stormwater problems, but other opportunities exist for the University. These two parcels were further investigated in the Johnson Stormwater Master Plan. A second parcel is a mobile home park. The Town does not see a public benefit for a partnership because the roads are private. The Vermont Electric Cooperative is another site that was of interest to the Town. Development is planned for a parcel above this property for light industrial operations. The Town is interested in this opportunity to mitigate future development and manage drainage from the Town-owned roads. The Town does not have a previous relationship with the Co-op. The Co-op is the preferred site for the Town.

Morristown

Fifteen parcels in Morristown are subject to the 3-acre permit requirements. Several of these parcels were discussed, including the Morrisville Plaza, the Northgate Plaza, the Manosh car wash, and the Jersey Way housing development. A joint project with the Northgate Plaza and the Manosh car wash was proposed. The Town is interested in this possibility. The Jersey Way development was also of interest because the Town believes the homeowners will have a more challenging time navigating the permit requirements. The site has an existing catch basin-pipe collection system and swale features that drain to unnamed tributaries of Boardman Brook. This is expected to be a challenging partnership because there are 30 homeowners and one condo-owner's association. The site has a stormwater permit (3015-9010.R) that expires in 2021. The Town owns the roads and has been the sole default permittee under the GP 3-9010 reauthorization. The Town is also possibly interested in this partnership.

Northfield

Two parcels in Northfield are subject to the 3-acre permit: Norwich University and Cabot Hosiery Mills. Both sites were discussed to identify partnership opportunities. Although needs and opportunities were identified for Norwich University, it was determined that they would likely have other funding opportunities. Cabot Hosiery Mills property has 3.5 acres of impervious cover. This site was of greater interest to the Town to support the local employer.

Pittsford

The Town of Pittsford has four parcels that must meet the 3-acre permit requirements. Partnership opportunities were not readily identified for two sites, Vermont Police and Fire Academy and Omya Industrial. The Pittsford-Proctor Country Club has 4.5 acres of impervious surface and is located within a mapped river corridor with direct connections to the stream. This site was identified for opportunities to use existing irrigation ponds as a treatment practice, which the Town could maintain. As part of this partnership, the Town suggested that access to the trail network by the public could be of interest.

Richmond

Six parcels in Richmond will be subject to the 3-acre permit requirements. Several housing developments are included in the list as well as Camel's Hump Middle School, Richmond Elementary School, and two private businesses. Greystone Estates development has known drainage problems downhill to a horse barn. The roads in the development are Town-owned, with the Town listed as a co-permittee on the permit that expires in 2020. The Town was interested in working with Greystone Estates on a partnership to help solve drainage problems.

Shelburne

The Town of Shelburne has 24 parcels that are subject to the 3-acre permit requirements. Prior to the meeting, two sites were identified of interest for meeting several criteria of the project: Wake Robin retirement community and Shelburne Museum. The Town did not identify a public interest for working



with Wake Robin. Opportunities for partnership were identified for Shelburne Museum that were of interest to the Town. McCabe's Brook, which flows past the Shelburne Museum property is not on the impaired list, but the Town of Shelburne is interested in proactive steps to address problems. Space on the Shelburne Museum property could be used for a treatment practice above the stream. The Town is interested in identifying educational opportunities about stormwater on the Museum property as part of the partnership.

South Burlington

South Burlington has 49 parcels that will be subject to the 3-acre permit requirements. Several parcels were identified prior to meeting with City representatives. The parcels selected have co-mingled drainage. However, many of these parcels are not in stormwater impaired watershed, making them of less interest to the City because they lack additional standards that apply in an impaired watershed. One that was of interest to the City included multiple parcels that are next to each other and in the Potash Brook watershed (a stormwater impaired watershed). These parcels include the Shaw's shopping plaza on Shelburne Road and the neighborhood behind it, which consists of apartment buildings managed by the Champlain Housing Trust. The sites are included in the Flow Restoration Plan for Potash Brook in South Burlington, but additional assessments would be needed to determine how to meet water quality goals. The City was interested in continuing to communicate about this possible partnership.

St. Albans City

15 parcels in the City of St. Albans are subject to the 3-acre permit requirements. Two parcels were identified prior to the meeting for discussion. A commercial site, Lake Street shopping plaza was selected because it is in the Flow Restoration Plan and is not yet designed. The St. Albans Cooperative Creamery was also discussed as it is in a subwatershed with more than 40% impervious cover. The City was interested in opportunities with either of these sites. The Lake Street plaza has an old treatment practices that could be retrofit to meet the permit requirements. The Creamery parcel is of interest as it is directly adjacent to Stevens Brook and could be a good opportunity to manage phosphorus from the site. The City was interested in continuing to communicate about either of these opportunities.

Swanton

The Town of Swanton has 12 parcels with three or more acres that are subject to the permit requirements. One parcel was identified for discussion, the Hannaford's Supermarket Plaza, because of its location within a historically developed village served by on-site sewer. Discussion with representatives from the Town and Village led to identification of an opportunity to treat stormwater from four properties before it reaches the Missisquoi River and to address flooding problems on Elm Street. The properties include the Hannaford's Plaza, the Town of Swanton municipal buildings, Missisquoi Valley Union High School, Leduc residential subdivision, and Fosgate commercial property. This possible partnership was recognized has being complex but could be valuable to the project to provide an example for other towns with multiple partners.

Waterbury

Twelve parcels are subject to the 3-acre rule are in Waterbury. The Waterbury Ice Center and Dog Park was identified for discussion with Town representatives. The Ice Center is owned by the local Utility and a non-profit organization leases and maintains the rink and parking lot. The Town maintains a fire lane around the rink. The site is located in a mapped river corridor. A partnership with the non-profit organization was of interest to the Town.

Williston

Williston has 54 parcels subject to the 3-acre permit requirements. Several sites were discussed for potential partnership opportunities. A residential housing development on Sunset Hill Road was identified



during the discussion. Flooding is known to occur in the Town right-of-way from the parcel. The Town would be interested in an opportunity to treat road runoff and runoff from the parcels as part of meeting the Town's Phosphorus Control Plan requirements and to possibly be a municipal sponsor for grant funding. Ownership of the permit was to be listed as the Town of Williston as they were to assume responsibility for the operation and maintenance of the practices. This would not meet the partnership goals of this project to identify a private partner. Following further communication with the Town, it was determined that there was no interest in pursuing partnership opportunities for this project.

Site Assessment

Sites identified during the municipal meetings as a preferred site were evaluated with a desktop assessment. This was completed in order to assess potential BMP sites prior to field visits. Relevant plans were acquired from the municipality or the DEC and reviewed. A thorough review of existing GIS resources and associated attribute data was also completed. Assessed data included, but was not limited to, storm sewer infrastructure, soils classifications, parcel data, wetlands, and river corridors. See Appendix C for a map and process outline of the desktop evaluated sites.

Following the desktop assessment, 42 sites among 20 municipalities were visited for initial field assessments. During these visits, Watershed determined the best BMP appropriate for the site-specific conditions found in the field, took photo documentation, assessed project feasibility, determined if any ancillary benefits existed (e.g., educational, flood mitigation, etc.), and noted any potential questions about the site for follow-up (e.g., parcel ownership, utility locations, road right-of-way width, etc.). During this phase of the investigation, concerns such as wetland proximity, floodplain or floodway concerns, hydric soils, river corridors or stream buffers, or other natural resource concerns were investigated to determine how they could affect site feasibility. See Appendix D for the maps of visited sites and notes for each potential BMP.

Landowner Outreach

Private landowner outreach was led by AES Consulting. The process included communicating with the municipal representative to reconfirm interest and provide updated information as available. Following confirmation from the municipality, the private landowner was contacted. Communication with the landowner included providing background information about the 3-acre rule and determining interest in participating in a meeting. Meetings were held via video conference with representatives from the municipality, RPC, private landowner, AES Consulting, VT DEC, and two representatives from Watershed. The meetings were intended to learn more about the specifics of the property, understand the landowner interest, and receive signed letters of intent from participating entities. See Appendix E for a compilation of all landowner outreach meeting minutes.

Barre Town – Wildersberg Common

Wildersberg Common is a residential subdivision with steep slopes that are susceptible to erosion. The parcel has 5.28 acres of impervious surface with a direct connection to the stream and mapped infrastructure on the town-owned road. There is an issued stormwater permit (#3252-9010.R1) that authorizes the discharge of stormwater via overland flow and a series of culverts, some of which drain to an undeveloped, wooded area, and others that drain to an unnamed tributary to the Jail Branch located north of the parcel. Some drainage from this site is managed by dry wells that were installed by the Town. Three retention ponds are located on the parcel but are not included in the permit. Wildersburg Common and Barre Town were interested in pursuing a partnership. Benefits identified for this project include being an example for other towns that have residential developments with town-owned roads. Both the



Wildersburg Common HOA and Town of Barre signed a letter of intent to continue discussion if the site was selected for inclusion in the project.

Berlin – Weston’s Cooperative

Weston’s Mobile Home Park in Berlin is a parcel with 5.37 acres of impervious surface and a direct connection to a stream. The parcel is owned by a cooperative association for the mobile home park and does not have any existing stormwater permits. Drainage issues on the site have not been observed. The soil is sandy and has good infiltration. Opportunities for partnership include the Town maintaining dry wells on the site or restoring the riparian buffer along the stream. Complications with the site include VELCO and GMP rights-of-way. Following the discussion, both the Town of Berlin and Wildersburg Common signed the letter of intent to continue discussion if the site was selected for inclusion in the project.

Brandon – New England Woodcraft

The New England Woodcraft site in Brandon has 5.98 impervious acres and drains to a storm sewer that follows North Street in Brandon. There are no existing stormwater permits. The Town of Brandon is interested in supporting the local business as part of this partnership. A possible partnership could also include adding sidewalks to North Street along the New England Woodcraft property. A treatment option could include an underground infiltration gallery in front of the building that picks up Town road runoff as well as runoff from the parcel. The Town is also willing to help with grant opportunities for a project. Both parties signed the letter of intent to continue discussion of the project.

Burlington – Pomerleau and Champlain Housing Trust (CHT)

A joint project in the City of Burlington with the Shelburne Road Shopping Plaza (owned by Pomerleau Real Estate) and the South Meadows residential development (owned by the Champlain Housing Trust) was discussed with all parties for partnership opportunities and treatment possibilities. The adjacent parcels have a combined 18 acres of impervious cover and drain into Potash Brook, a flow impaired stream. The shopping plaza has limited space for treatment practices and does not have any existing stormwater permits. The Champlain Housing Trust has one expired stormwater permit (#1-0661) that authorizes stormwater discharge through a catch basin and pipe collection system that drains to a detention basin prior to discharge to Potash Brook.

The proposed partnership uses land from the Champlain Housing Trust property for treatment of runoff from both properties. Pomerleau Real Estate would pay into the cost of construction for the treatment practice. The City of Burlington proposed several possible roles, including providing maintenance for the practice or acting as municipal sponsor for applying to grants. A challenge was identified due to the plans being negotiated by the City and Champlain Housing Trust for a shared use path, which would impact the BMP design. All parties agreed to move forward with the project and signed letters of intent to participate.

Cambridge – G.W. Tatro

G. W. Tatro Construction is a parcel with 3.76 impervious acres and is located in the river corridor. There are no existing stormwater permits associated with G.W. Tatro. Runoff from the Village of Cambridge drains to this property. The site is believed to have sandy soil with some clay. A possible partnership for this parcel was identified as installing an underground infiltration system on the business property that is designed to meet the 3-acre permit requirements for the business and also capture a 15-acre drainage area from downtown Jeffersonville. The Town is willing to consider maintaining the practice and acting as a sponsor for grant funding. Both parties agreed to continue the discussion and signed letters of intent to participate in the project.



Hinesburg – The Cheese Plant

The Cheese Plant property, owned by Redstone Property Management, is a parcel with 5.08 acres of impervious surface located in the flood hazard area of the LaPlatte River. This site has an issued stormwater permit (#3690-9010.R) that authorizes discharge of stormwater runoff to an unnamed tributary of Patrick Brook via baffled catchbasins on the property. Flooding has occurred along the drainage swales on the property. A nearby stream that discharges to the LaPlatte River collects stormwater from part of the historic village. The Town would like to manage this stormwater but does not have much space available for treatment practices. The Cheese Plant property has two wastewater treatment lagoons that are no longer in use that have the potential to be retrofitted for use as a stormwater treatment practice. Questions about this conversion arose due to the location within the floodplain and restrictions from VT DEC and FEMA. Both parties are interested in participating in the project and signed the letter of intent.

Hyde Park – Sterling View Mobile Home Park

The Sterling View Mobile Home Park has 12.44 acres of impervious surface including a Town-owned road maintained on the property. A fire pond is located at the entrance of the park that has not had any previous problems and is well maintained. The pond is not designed for stormwater management, but there is a possibility to retrofit it to serve this purpose. The property has a current stormwater permit (#3413-9010) that authorizes the discharge of stormwater into an unnamed tributary of the Lamoille River via catch basins, treatment swales, and overland flow across vegetated terrain. A public benefit that was identified is to improve access to a public trail system adjacent to the property. Access is from the Town-owned road, but parking is not available. All parties agreed to move forward with the project and signed the letter of intent to participate.

Jericho – Jericho East Homeowners Association

The mixed-use commercial and residential parcel has two sections on each side of VT Route 15. The South Main St. portion of the parcel is included in the Jericho SWMP with potential for underground chambers to be installed. Most known stormwater problems occur on this part of the parcel. The Town is a co-permittee on the site's existing stormwater permit (3328-9010.R) that authorizes the discharge of stormwater runoff to an unnamed tributary of the Browns River via grass and stone lined swales. It was determined that this parcel is not a good fit for the project because other opportunities already exist as part of the SWMP. The site was removed from further consideration for this project.

Johnson – Vermont Electric Cooperative

The Vermont Electric Cooperative (VEC) is a parcel located off Route 15, across from a parcel that the Town of Johnson is planning to develop into a light industrial park. There are no existing stormwater permits associated with the VEC. The Town is interested in the opportunity for a partnership with VEC as they plan for the proposed development. One option that was discussed was to control flow and mitigate flooding impacts on the Town property and focus on water quality design on the VEC site. As part of this discussion, it was determined that more information is needed from VT DEC to determine if this is an acceptable solution. A possible challenge is the adjacent gas station and if there is any need to manage for a hot spot site. VEC and the Town of Johnson are interested in continuing the discussion to move the project forward.

Northfield – Cabot Hosiery Mills

The Cabot Hosiery Mills site located on Whetstone Drive in Northfield is mapped at 3.46 impervious acres. The site is part of a larger subdivision that was not fully developed. The Town and Cabot Hosiery Mills have a current stormwater discharge permit (3428-9010). A 10-year peak discharge pond is located on the property that treats runoff. The access road is part of the parcel, and it would likely be difficult to manage runoff from it due to site constraints. The Town owns the road past the parcel and also has space constraints that would limit treatment options. A potential partnership between Cabot Hosiery and the Town of



Northfield was identified to upgrade the pond to treat more water than required from the building and parking areas, providing a benefit to the Town as the Town is unable to treat the road runoff otherwise. Both parties were interested in the opportunity and signed the letter of intent to participate in the project.

Pittsford – Proctor-Pittsford Country Club

The Proctor-Pittsford Country Club has multiple buildings, a parking lot, and golf cart paths that contribute to the total impervious surface. There are no existing stormwater permits associated with this site. The paths are surrounded by fairways that allow for some infiltration. No flooding on-site has been observed. Salt and sand are not applied on the site. The soils are mapped as hydrologic soil group A and the site was formerly farmed. A partnership with the Town of Pittsford was identified to formalize public access to the property for trails, cross country skiing, and sledding. A potential treatment option included upgrading the existing irrigation pond to provide more storage and remove sediment before it enters the pond. Both parties were interested in continuing discussion of the project and signed the letter of intent.

Richmond – Greystone Estates

Greystone Estates is a residential development located on steep, erosive soils with very little room for a treatment practice. The homeowner's association recognizes the need for managing stormwater as there have been stormwater problems with drainage onto a neighboring property. The Town of Richmond is interested in a partnership with Greystone Estates to help solve the stormwater problems. The MRGP and operational permit requirements apply to Greystone Estates. The site has an issued stormwater permit (#3477-9010) for grass-lined swales which are able to manage runoff from the road. The small brooks in the ravines are flashy during storms, quickly overflowing with excess water from the flat areas and carrying it down the hill. A small pond with a forebay helps with the excess water but is not designed to meet water quality standards. A treatment option identified was to upgrade the pond to better enhance water quality. The Town is interested in the partnership opportunity because they are a co-permittee on the current permits and making these improvements could help solve a regular drainage problem. Both parties were interested in continuing discussion of the project and signed the letter of intent. The owner of the neighboring property was informed of the project by the homeowner's association, should access to their property be needed for site assessments.

St. Albans – St. Albans Cooperative Creamery

St. Albans Cooperative Creamery owns and operates two separate but adjacent parcels on Aldis and Federal Streets in St. Albans City. There are no existing stormwater permits associated with these properties. The Aldis Street facility is used mostly for the parking and storage of liquid transport trailers. The site is mostly unpaved gravel, and a railroad spur runs through the lot. The Federal Street facility houses the Coop's offices and manufacturing building with associated parking. The Aldis Street facility mostly drains via sheet flow to Stevens Brook and does not hook into the combined sewer. The eastern portion of the site drains to a surface swale that also discharges to Stevens Brook. The Federal Street facility drains to both the City's separate stormwater system and the combined sewer overflow (CSO) system.

Swanton – Hannaford, Town of Swanton, Fosgate Properties, Bushey Street Subdivision, VT Precision Tools

Multiple parcels within one large drainage area were identified as potential project sites in Swanton Village and the Town: Hannaford's Supermarket, Town of Swanton Municipal Complex, Fosgate Properties, the Bushey Street Subdivision, and VT Precision Tools. The Hannaford's parcel was ranked highest in the site selection criteria, but there are benefits to managing multiple 3-acre sites with one larger project. VT Precision Tools has an updated Operational Stormwater Permit (#3867-9015) for a detention pond and the Hannaford's parcel has an issued stormwater permit (#3431-9010.R) for a surface sand filter. A proposed treatment opportunity was to widen the grass lined swales along Robinhood Drive as a third treatment



practice to manage stormwater runoff concurrently with the two other existing practices within the drainage area. The Town of Swanton and VTrans are co-applicants on the issued stormwater permit (#7735-9015) for the grass lined swales along Robin Hood Drive. Determining jurisdiction of shared regions along Robinhood Drive was identified as a potential challenge.

Waterbury – The Ice Center

The Waterbury Ice Center is owned by the Edward Farrar Utility District and leased for use by a non-profit. The owner is responsible for meeting the permit requirements. There are no existing stormwater permits associated with this site. The parcel includes the ice rink, a dog park, and trailhead access, including parking areas at each. The utility stores materials near the ice rink, which is maintained by the Town. The Town plows the access road, but not the parking lots. A possible treatment practice would be located at the trailhead parking area. This location on the parcel is connected to the river and the utility is interested in completing some restoration in this area. The utility district and Town of Waterbury were interested in continuing the discussion for this partnership opportunity.

Site Selection

Each potential project was scored and ranked using the unified prioritization matrix as developed by VT DEC. Following project scoring, a rank was assigned to each project. In the event of an identical score for more than one project, the projects were assigned the same rank number. Those sites with higher scores were ranked as higher priorities. Through the ranking and prioritization process, 14 sites were selected for development of 30% designs. See Appendix F1 for the ranking table and map of 13 site locations. See Appendix F2 for the signed letters of intent from the 10 sites that were selected from the ranking and prioritization process.

Top 10 Sites Selected – Project Summaries

This section is a review of each selected site that documents information about the project site, partnerships, proposed stormwater treatment design, challenges, and permit requirements. This information is based on the 30% concept designs and it is expected that information including cost estimates may change during final design. Please refer to Appendix P for the Batch Import File that includes all 10 project designs.



Barre Town – Wildersberg Common Housing Development

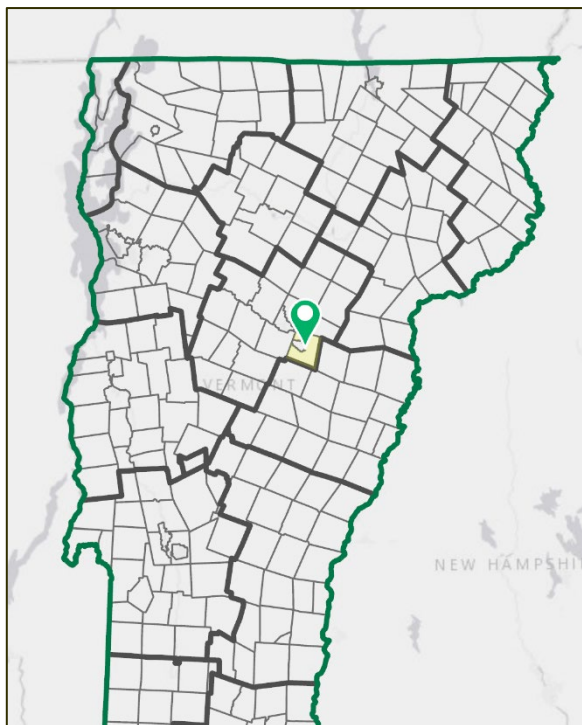


Figure 2. Barre Town location within Vermont.

Project Site Background

- Washington County
- Lake Segment: 5 – Winooski River
- Receiving Water: Unnamed Tributary to the Jail Branch
- Approximate Impervious Surface for Permit Coverage: 4.9 acres
- Existing Stormwater Permit(s): 3252-9010.R1

Wildersberg Common is a residential subdivision located on Wildersberg Common Road in Barre Town. The site consists of paved road, roofs, and driveways totaling approximately 4.9 acres of impervious surface (Appendix G1). The site currently drains via overland flow across vegetated terrain and grass-lined swale and culvert to one of three unpermitted detention ponds. The Town of Barre owns and maintains Wildersburg Common Road and is the only listed permittee.

Partnerships

The partnership scenario represented at this site is between the Homeowner's Association (HOA) and the municipality. See Appendix Q3 for a description of the partnership benefits. The RPC is an interface between municipal and state agencies and assists member municipalities in addressing regional issues. The RPC can assist both the municipality and HOA with project design development, funding management, and partnership communication. See Appendix H1 for final partner meeting minutes.

Table 1. Barre Town Project Partners.

Name	Title - Affiliation
Carl Rogers	Town Manager – Barre Town
Josh Martineau	Town Engineer – Barre Town
Art Bombardier	Private Landowner - Wildersburg Homeowners Association
Pam DeAndrea	Senior Planner – Central Vermont Regional Planning Commission

Design

Three gravel wetland retrofits are proposed in place of the existing detention ponds (Appendix I1). The ponds would be deepened and expanded to provide sufficient storage for the Water Quality volume (WQv) and freeboard during the 100-year, 24-hour storm event. Each gravel wetland features a small orifice and an emergency spillway to convey storms up to the 100-year, 24-hour storm event (Appendix J1). The design proposes three new structures to direct runoff to the northern and southern retrofits and several culverts to convey runoff under driveways. Retaining walls are utilized in each retrofit to maximize storage in the



vicinity of several homes. The original concept utilized a Mechanically Stabilized Earth retaining wall but was changed to a concrete waste block design due to rising cost concerns.

- Total Implemented Cost: \$714,700 (Appendix M1)
- Estimated Phosphorus Reduction: 2.26 kg/yr
- Cost per Annual Phosphorus Reduction: \$12,465

Challenges

Space constraints pose a particular challenge on this site with very little available open space and considerably steep slopes on the north, west, and southern sides of the parcel. Some open space was available at the northwest corner of the site, but the requisite storage volumes would not fit in this area. The retrofit concepts were eventually agreed upon to minimize disturbance to the existing conditions.

Permit Requirements

Table 2. Permit requirements for the proposed gravel wetlands.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA&RC)	No
Shoreland Protection	No

Stormwater General Permit: This site holds an issued Operational Stormwater Permit (3252-9010.R1) that will expire on January 1st, 2023. See Appendix N1 for the permit renewal authorization. A 3-9050 full NOI application must be completed for project implementation and will replace this active permit.

Act 250: Susan Baird, District 5 Coordinator, was contacted for impending Act 250 requirements. One minor amendment application must be completed for project implementation under the existing land use permit (LUP) series for Wildersburg, Inc. (LUP # 5W0857). See Appendix N1 for the Act 250 permit and application.

Brandon – New England Woodcraft

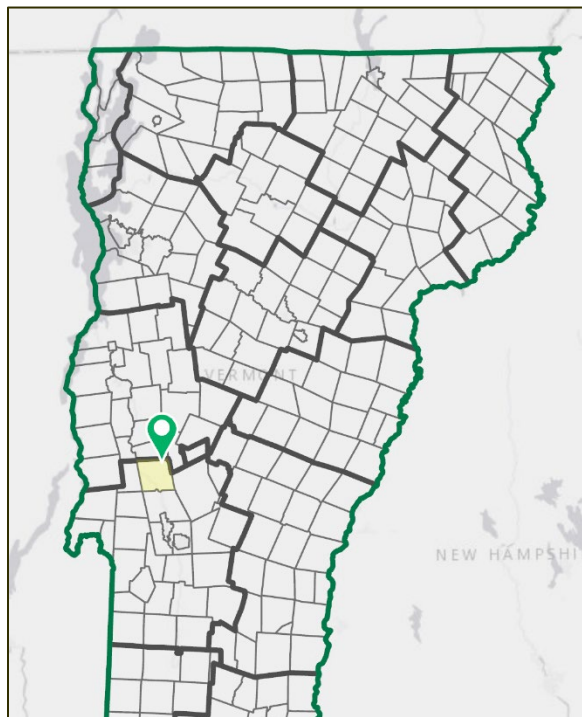


Figure 3. Town of Brandon location within Vermont.

Project Site Background

- Rutland County
- Lake Segment: 4 – Otter Creek
- Receiving Water: Groundwater, Neshobe River via separate stormwater system
- Approximate Impervious Surface for Permit Coverage: 6.7 acres
- Existing Stormwater Permit(s): None

New England Woodcraft consists of a manufacturing facility with offices and a storage yard on North Street in Forest Dale, Brandon totaling approximately 6.7 acres of impervious surface (Appendix G2). The site is not currently managed under an Operational Stormwater Permit. Stormwater runoff from the site currently drains via overland flow to wooded areas surrounding the site and to the separate stormwater system along North Street, discharging to the Neshobe River to the south.

Watershed Consulting performed site-specific soil characterization and infiltration testing on November 16, 2020 (Appendix K1). The soil characterization

documented fine sand from 2.5 feet below ground surface (fbgs) to the bottom of the test pit at 7.8 fbgs. After completing a soil characterization, a boring by hand auger could not be advanced beyond a rocky, cohesive, fill material at 1.7 fbgs. An infiltration test was performed at this elevation which provided a saturated soil conductivity (Ksat) of 0.22 in/hr, well below a rate expected for the sand documented below the confining layer. HydroCAD modeling assumed an infiltration rate of 8 in/hr based on soil mapping from the UC Davis Soil Web online soil survey browser². Further design will need to incorporate additional infiltration testing to confirm site soil conditions.

Partnerships

The partnership scenario represented at this site is a collaboration between the private landowner and the municipality. See Appendix Q2 for a description of the partnership benefits. This partnership receives support from the Rutland Natural Resources Conservation District (NRCD) and the Rutland RPC. The Rutland NRCD is a non-regulatory entity that supports private landowners and state agencies. The RPC and NRCD can assist both the municipality and HOA with project design development, funding management, and partnership communication. See Appendix H2 for final partner meeting minutes.

Table 3. Brandon Project Partners.

Name	Title - Affiliation
Dave Atherton	Town Manager - Brandon
Gary Marini	President – New England Woodcraft

² <https://casoilresource.lawr.ucdavis.edu/gmap/>



Nanci McGuire	District Manager - Rutland NRCD
Barbara Noyes-Pulling	Senior Planner – Rutland Regional Planning Commission

Design

66 underground infiltration chambers are proposed to collect stormwater runoff from the site's main building, driveway, office building, a portion of the parking lot, and North Street (Appendix I2). The chamber system is sized to treat the Water Quality volume (Appendix J2). Two structures are proposed to divert runoff from the southern portion of the site and from the separate stormline under North Street to the chamber system. An internal diversion weir diverts the requisite Water Quality volume from the stormline while allowing larger storms to bypass the system.

- Total Implemented Cost: \$495,200 (Appendix M2)
- Estimated Phosphorus Reduction: 10.19 kg/yr
- Cost per Annual Phosphorus Reduction: \$1,927

Challenges

The soil conditions described above necessitate additional soil testing.

Permit Requirements

Table 4. Permit requirements for the proposed infiltration chambers.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA&RC)	No
Shoreland Protection	No

Stormwater General Permit: There is no issued Operational Stormwater Permit. A 3-9050 full NOI application must be completed for project implementation.

Act 250: Kim Lutchko, District 1 Coordinator, was contacted for impending Act 250 requirements. One minor amendment application must be completed for project implementation under the existing land use permit series for the New England Woodcraft property (LUP # 1R0534). Please refer to Appendix N2 for the Act 250 permit and application.



Burlington –Pomerleau Real Estate and Champlain Housing Trust (CHT)

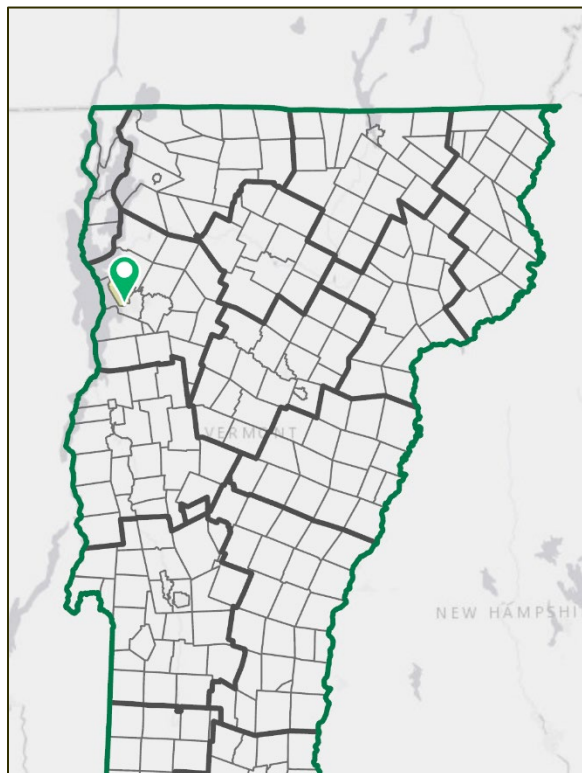


Figure 4. City of Burlington location within Vermont.

Project Site Background

- Chittenden County
- Lake Segment: 6 – LaPlatte River
- Receiving Water: Potash Brook (flow impaired)
- Approximate Impervious Surface for Permit Coverage: 12 acres (Pomerleau), 7.3 acres (CHT)
- Existing Stormwater Permit(s): None (Pomerleau), 1-0661 (CHT)

Shelburne Road Plaza is owned and operated by Pomerleau Real Estate and is located on US Route 7 in Burlington near the I-189 interchange. The Plaza consists of several businesses and a parking lot, totaling approximately 12 acres of impervious surface (Appendix G3). Stormwater runoff from the Plaza's impervious surfaces discharge to Potash Brook via a catch basin and pipe collection system. The site does not currently have any Stormwater Treatment Practices (STPs) or an issued Operational Stormwater Permit from the State of Vermont.

The South Meadow Apartments are owned and operated by CHT and are located off Pine Street in Burlington. The site consists of many apartment

buildings and associated infrastructure: roads, sidewalks, a playground, and parking spaces totaling approximately 7.3 acres of impervious surface. Stormwater runoff currently discharges to Potash Brook via a catch basin and pipe collection system and a sedimentation/detention pond designed to pre-2002 standards. The STP is associated with the now expired Operational Stormwater Permit assigned to the site, permit #1-0661. It is the only Stormwater permit associated with this site.

Partnerships

The partnership scenario represented at this site is a collaboration between multiple private landowners and the Municipal Separate Storm Sewer (MS4) permittee. See Appendix Q1 for a description of the partnership benefits. This partnership receives support from the Chittenden County RPC. See Appendix H3 for final partner meeting minutes.

Table 5. Burlington Project Partners.

Name	Title - Affiliation
James Sherrard	Stormwater Program Coordinator – City of Burlington
Jenna Olson	Water Policy & Programs Manager – City of Burlington
Kirsten Merriman Shapiro	Project Development Specialist - Champlain Housing Trust
Ernie Pomerleau	President – Pomerleau Real Estate



Steve Ploesser	Vice Present – Construction Management at Pomerleau Real Estate
Dan Albrecht	Senior Planner – Chittenden County Regional Planning Commission
William H. Nedde	Senior Project Manager - Krebs & Lansing Consulting Engineers

Design

A gravel wetland is proposed for the wooded area south of the Shelburne Road Plaza on Champlain Housing Trust property (Appendix I3). The practice discharges to Potash Brook and is adjacent to a bike path proposed by the City of Burlington. Proposed outlet protection is the only project component located within the Potash Brook river corridor. The gravel wetland is sized to treat runoff from the 1" storm with no overflow and provide 24-hour extended detention of the Channel Protection volume (CPv) from both 3-acre sites (Appendix J3). Two proposed structures will divert flow up to the 1-year, 24-hour storm event into the practice while allowing higher flows to bypass the wetland and continue along the existing flow path to Potash Brook. The gravel wetland features a low-flow orifice and a 72" overflow pipe to ensure 1' of freeboard during the 100-year, 24-hour storm event with no overflow over the adjacent proposed bike path.

A total implemented project cost, including construction and final engineering, of \$1,173,500 was developed by Hoyle, Tanner & Associates, Inc. A preliminary cost-share plan between Champlain Housing Trust and Pomerleau Real Estate was developed based on percentage of impervious surface treated and the percentage of flow contribution from each site during the 1-year, 24-hour storm event.

- Total Implemented Cost: \$1,173,500 (Appendix M3)
- Estimated Phosphorus Reduction: 10.32 kg/yr
- Cost per Annual Phosphorus Reduction: \$4,578

Challenges

The proposed concept is constrained on four sides by existing development: to the north by Shelburne Road Plaza, to the east by US Route 7, to the south by a Champlain Water District (CWD) water main, a proposed bike path, and the steep banks of Potash Brook, and to the west by the South Meadow Apartments. The project maximizes the available storage by utilizing a Mechanically Stabilized Earth (MSE) retaining wall on the north side of the practice, adjacent to the Plaza's parking lot.

Permit Requirements

Table 6. Permit requirements for the proposed gravel wetland.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA & RC)	No
Shoreland Protection	No

Stormwater General Permit: There is no issued Operational Stormwater Permit for the Shelburne Road Plaza. The South Meadow Apartments site holds an expired Operational Stormwater Permit (1-0661). See



Appendix N3 for this permit document. A 3-9050 full NOI application must be completed for the gravel wetland implementation. CHT and Pomerleau Real Estate would both be listed as applicants on the NOI.

Act 250: Rachel Lomonaco, District 4 Coordinator, was contacted for impending Act 250 requirements. One minor amendment application must be completed for project implementation under the existing LUP series for the Shelburne Road Shopping Plaza (LUP # 4C0125) and South Meadow Apartments (LUP # 4C0652). The application will be given a double permit number as the proposed project spans both jurisdictional parcels. See Appendix N3 for both sites' issued LUP documents.

Wetlands General Permit: Tina Heath, District Wetlands Ecologist, was contacted to determine State jurisdiction of the onsite wetlands. It was confirmed that the project site is located within Class III wetlands and therefore does not require a Wetlands General Permit.

FHA & RC: Kyle Medash, Western Floodplain Manager, was contacted to determine State jurisdiction of the river corridor within the project area. It was confirmed that the outlet protection is the only project component that falls within State jurisdiction. The proposed armoring for outlet protection is allowable and meets the River Corridor performance standard outlined in the FHARC procedure.

Cambridge/Jeffersonville – G.W. Tatro Construction Inc.



Figure 5. Town of Cambridge location within Vermont.

Project Site Background

- Lamoille County
- Lake Segment: 9 – Lamoille River
- Receiving Water: Groundwater, Lamoille River
- Approximate Impervious Surface for Permit Coverage: 3.9 acres
- Existing Stormwater Permit(s): None

G.W. Tatro Construction owns and operates the parcel on VT Route 15 in the Village of Jeffersonville in Cambridge. The site consists of an office building, a garage, material storage, and parking totaling approximately 3.9 acres of impervious surface (Appendix G4). Stormwater runoff currently drains via overland flow and grass swale to the Lamoille River.

The site is located near the roundabout intersection of Route 15 with VT Route 108 and the confluence of the Brewster and Lamoille Rivers. The site is entirely located within the Lamoille and Brewster Rivers' floodplain, and a project led by Milone and MacBroom, Inc. is currently considering several revisions to the proposed floodplain restoration project.



Partnerships

The partnership scenario represented at this site is a collaboration between the private landowner and the municipality. See Appendix Q2 for a description of the partnership benefits. This partnership is supported by the Lamoille County RPC (Table 7). See Appendix H4 for final partner meeting minutes.

Table 7. Cambridge Project Partners.

Name	Title - Affiliation
Francesca D’Elia	Town Administrator – Town of Cambridge
Greg Tatro	Owner - G.W. Tatro Construction
Seth Jensen	Principal Planner – Lamoille County Planning Commission
Meghan Rodier	Regional Planner - Lamoille County Planning Commission

Design

170 underground infiltration chambers are proposed to treat stormwater runoff from the G.W. Tatro site, VT Route 15, Old Main, Depot, School, Maple, and Mill Streets, Carlton Avenue, and Williamson Court (Appendix I4). A diversion structure on Main Street will intercept the existing stormline and divert stormwater runoff during the 0.5” storm to the infiltration chamber system (Appendix J4).

- Total Implemented Cost: \$648,300 (Appendix M4)
- Estimated Phosphorus Reduction: 14.44 kg/yr
- Cost per Annual Phosphorus Reduction: \$1,777

Challenges

Milone and MacBroom Floodplain Delineations

Follow-up with Milone and MacBroom will need to inform future design to avoid conflicts with potential floodplain projects. The chamber system may need to be relocated to the south if either floodplain concepts A or the Hybrid A/D are chosen (See Appendix O1).

Connection to VTrans Stormwater System

The proposed concept shows the connection of the stormline along Main Street connecting to the infiltration chamber system via stormlines within the Route 15 traffic circle and the grass swale leading north along VT Route 108 operated and maintained by the Vermont Agency of Transportation (VTrans). Discussions with VTrans District 8 Project Manager Jim Cota, and Stormwater Technician Tyler Hanson revealed several concerns with the preliminary design:

- The grass swale along VT Route 108 is part of a treatment system for the traffic circle, and VTrans is unlikely to permit a project that adds more water to the treatment system or reroutes water from the treatment system into the proposed infiltration chambers.
- Both VTrans and Seth Jensen, Principal Planner with the Lamoille County Planning Commission (LCPC) noted that the grass swale conveys floodwaters out of the Village of Jeffersonville, and any modifications to the swale that reduce its conveyance capacity would need to evaluate flooding impacts on the Village and be approved by VTrans.
- The proposed structures along VT Route 108 should be moved to the edge of shoulder. All crossings should be square to the centerline.



- The operator and funding source of future maintenance (O&M) in the VT Route 108 right-of-way (ROW) needs to be defined.

HTA conducted a preliminary analysis of the slope and hydraulics and found that the VTrans stormwater system in the traffic circle could be avoided with a dedicated pipe, possibly offering a solution to VTrans' flooding and permitting concerns. Future O&M will still need to be defined for the VTrans ROW. LCPC has documented numerous utility conflicts within the roundabout which precluded the construction of a similar culvert beneath the traffic circle.

O&M and utility conflicts remain the biggest obstacles to conveying stormwater runoff from the Village separate stormwater system to the proposed chamber system.

Permit Requirements

Table 8. Permit requirements for the proposed infiltration chambers.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA & RC)	Yes
Shoreland Protection	No

Stormwater General Permit: There is no issued Operational Stormwater Permit. A 3-9050 full NOI application must be completed for project implementation.

Act 250: Susan Baird, District 5 Coordinator, was contacted for impending Act 250 requirements. One minor amendment application must be completed for project implementation under the existing land use permit series for the GW Tatro Construction Lot (LUP # 6L0168). See Appendix N4 for the issued Act 250 permit.

FHA & RC: Staci Pomeroy, River Scientist - DEC, was contacted for RC requirements. As part of the FHARC Procedure, any below ground improvement must be located no closer to the river than any existing below ground utility as measured horizontally from the below ground point of the existing utility nearest to the top of bank. Any below ground improvement must be located behind the existing above ground improvement or may extend down valley from the existing below ground utility up to 50 feet from the most river-proximal, down-valley corner of the existing below ground improvement. A FHARC General Permit would be required for the construction of the infiltration chambers.



Hinesburg – The Cheese Plant Commercial Suites

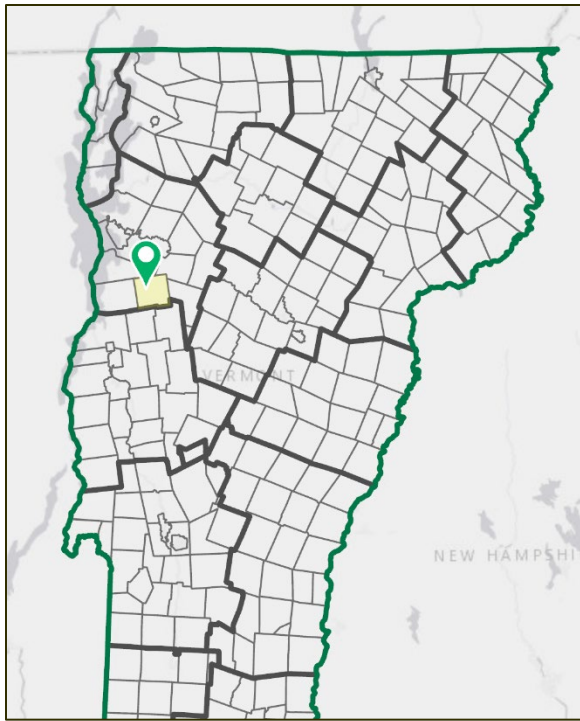


Figure 6. Town of Hinesburg location within Vermont.

Project Site Background

- Chittenden County
- Lake Segment: 6 – LaPlatte River
- Receiving Water: LaPlatte River
- Approximate Impervious Surface for Permit Coverage: 5.5 acres
- Existing Stormwater Permit(s): 3690-9010.R

The Cheese Plant Commercial Suites is located in Hinesburg Village on VT Route 116 (Appendix G5). The site was previously owned by Saputo and operated for cheese making operations. The facility is now owned by Redstone VT and operated as a light industrial park known as “The Cheese Plant.” Tenants include a restaurant, a brewery, and a smoked meat producer. Saputo utilized three open lagoons to the west of the main facility for processing and treatment of concentrated cheese waste. Since Saputo left in 2010, the lagoons have been remediated (affirmed on the Act 250 Schedule F – Notice application to fill the lagoons.)

The drainage area includes The Cheese Plant property, a segment of VT Route 116, and the residential

development operated by Cathedral Square on Kelleys Field Road. Buildings and paved roads on The Cheese Plant parcel total approximately 5.5 acres of impervious surface. Currently, most stormwater runoff from the drainage areas is conveyed via grass swale along the southern boundary of The Cheese Plant facility and discharges directly into the La Platte River. The eastern side of The Cheese Plant discharges into Patrick Brook, a tributary of the La Platte River.

The Lewis Creek Association (LCA) identified a floodplain restoration opportunity (Project #4 in their final report) just south of the site. The project would involve the removal of a berm and several piles of sediment and the naturalization of an area currently serving as recreation field behind the Hinesburg United Church.³ Runoff would then rejoin the existing swale.

Partnerships

The partnership scenario represented at this site is a collaboration between the private landowner and the municipality. See Appendix Q2 for a description of the partnership benefits. This partnership is supported by the Chittenden County RPC and the Lewis Creek Association (Table 9). See Appendix H5 for final partner meeting minutes.

³ Lewis Creek Association, Kate Kelly. November, 16, 2020. *Hinesburg Village Landowner Outreach and Stormwater Concept Design Final Report*.

**Table 9. Hinesburg Project Partners.**

Name	Title - Affiliation
Alex Weinhausen	Director of Hinesburg Planning & Zoning
Larry Williams	Owner - Redstone Commercial Group
Andrea Morgante	Board President & Planner – Lewis Creek Association
Kate Kelly	Program Manager – Lewis Creek Association
Dan Albrecht	Senior Planner – Chittenden County Regional Planning Commission

Design

A gravel wetland retrofit is proposed in place of the southwestern former lagoon at The Cheese Plant (Appendix I5). Stormwater runoff from the eastern portion of the site is redirected from existing CB-1 to the existing swale via new pipe. A diversion structure then redirects runoff from the 1" storm into the gravel wetland while allowing larger storms to continue and discharge directly into the LaPlatte River (Appendix J5).

- Total Implemented Cost: \$625,000 (Appendix M5)
- Estimated Phosphorus Reduction: 4.30 kg/yr
- Cost per Annual Phosphorus Reduction: \$5,666

Challenges

This concept and the modeling used to size the gravel wetland assumes that the floodplain restoration project proposed by the Lewis Creek Association is continued west of Stella Road, directing flow into a naturalized area within The Cheese Plant parcel.

Permit Requirements

Table 10. Permit requirements for the proposed gravel wetland retrofit.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	Yes
Flood Hazard Areas and River Corridors (FHA & RC)	Yes (Local)
Shoreland Protection	No

Stormwater General Permit: The portion of the facility that Saputo used to occupy holds an issued Operational Stormwater Permit (3690-9010.R) that will expire in August 2, 2021. See Appendix N5 for the permit authorization. A 3-9050 full NOI application must be completed for project implementation and will replace this active permit. This permit will cover the portion of the facility previously permitted under 3690-9010.R and the remaining Cheese Plant property that was not previously permitted.

Act 250: Rachel Lomonaco, District 4 Coordinator, was contacted about this site's impending Act 250 requirements. One minor amendment application must be completed for project implementation under the existing land use permit for the Cheese Plant facility (LUP: 4C0528). See Appendix N5 for the minor amendment that directly addresses the three abandoned lagoons.



Wetlands General Permit: Tina Heath, District Wetlands Ecologist, was contacted about permit requirements for wetland impacts. Proposed impacts within the wetland and 50 ft wetland buffer exceed 250 square feet which prompts the registration of GP 3-9026.

FHA & RC: Kyle Medash, Western Floodplain Manager – DEC, was contacted for FHA & RC requirements. The project site falls entirely within the Special Flood Hazard Area (SHFA) and RC. Retrofits of the existing lagoons is allowable within the RC. The project design would meet the FHA performance standard due to this site being an existing stormwater basin and that it would not result in any further channel management.

Alex Weinhagen, Director of Hinesburg Planning & Zoning, was contacted for local floodplain and river corridor permitting requirements. The project is subject to conditional use review for a floodplain permit through the Town of Hinesburg (Appendix N5 – Hinesburg Zoning Regulations, Article 6). A small portion on the western side of the lagoon is within the stream setback and buffer area (Appendix N5 – Hinesburg Zoning Regulations - Sections 2.5.1 and 2.5.2.). Development of stormwater treatment infrastructure in this area also requires review and approval by the Town's Development Review Board (DRB). For this particular project, the DRB would review both applications concurrently.

*If the LCA floodplain restoration project is implemented in the future, a stream alteration permit would be required as part of the project. It is recommended to contact the local River Management Engineer. Additional impacts to natural wetlands and river corridors would need to be evaluated for permitting requirements. It is recommended that LCA contacts the respective district representatives for each feature.

Johnson – Vermont Electric Co-Op

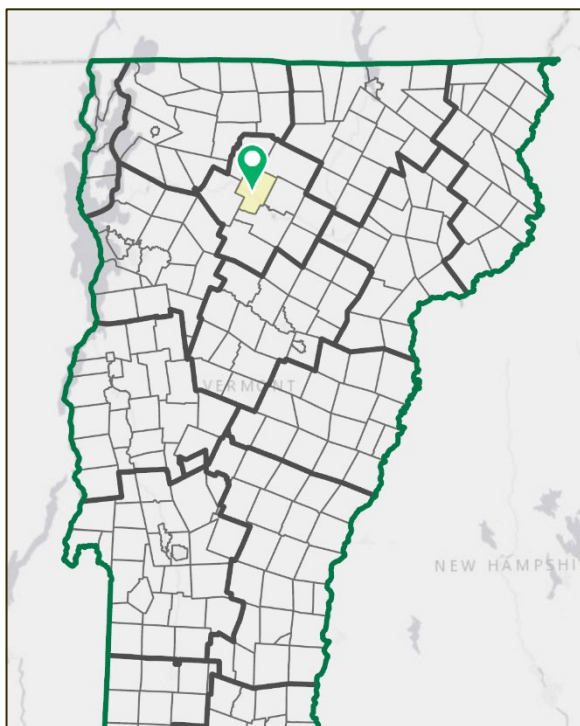


Figure 7. Town of Johnson location within Vermont.

Project Site Background

- Lamoille County
- Lake Segment: 9 – Lamoille River
- Receiving Water: Unnamed Wetland Tributary to the Lamoille River
- Approximate Impervious Surface for Permit Coverage: 3.4 acres
- Existing Stormwater Permit(s): None

The Vermont Electric Coop is located at 42 Wescom Road in Johnson, off VT Route 15. The site hosts an office building, a warehouse, paved parking, and an unpaved storage yard totaling approximately 3.4 acres of impervious surface (Appendix G6). The Town of Johnson has conceptual plans for a light industrial park across Route 15 from VEC, and a P3 opportunity was developed to size a stormwater treatment facility to cover the Water Quality volume for both the 3-acre site and the conceptual development. Preliminary plans of the industrial park were used to estimate future impervious surface and quantify stormwater runoff in the HydroCAD model. No stormwater treatment or operational permit currently cover either site.



Stormwater runoff from VEC flows overland across paved and unpaved surfaces to a basin-like low area just south of the site on VEC property. A portion of the site enters a grass swale before discharging to this low area. The initial concept featured a gravel wetland in this low area. A site visit by wetland ecologist, April Moulaert, determined this low area to be a low-quality wetland, but its size of greater than 0.5 acres means that it is considered a Class II wetland under VT Wetland Standards, and an STP is unlikely to be permitted in this area.

Partnerships

The partnership scenario represented at this site is a collaboration between the private landowner and the municipality. See Appendix Q2 for a description of the partnership benefits. This partnership is supported by the Lamoille County RPC (Table 11). See Appendix H6 for final partner meeting minutes.

Table 11. Johnson Project Partners.

Name	Title - Affiliation
Brian Story	Town Administrator - Town of Johnson
Jim Rose	Environmental Health & Safety Manager - Vermont Electric Cooperative
Seth Jensen	Principal Planner – Lamoille County Planning Commission
Meghan Rodier	Regional Planner - Lamoille County Planning Commission

Design

A 140-chamber subsurface system with sand filter and underdrain is proposed beneath the unpaved storage yard at VEC to treat the 3-acre site as well as the future industrial park (Appendix I6). A diversion structure in the existing swale along Wescom Road is proposed to divert stormwater runoff during the 1" storm to the chamber system while allowing larger storms to bypass the system (Appendix J6). The chamber system intercepts an existing stormline draining the northwest portion of the site. Additional catch basins collect runoff from the unpaved and paved lots.

- Total Implemented Cost: \$823,500 (Appendix M6)
- Estimated Phosphorus Reduction: 5.60 kg/yr
- Cost per Annual Phosphorus Reduction: \$5,962

Challenges

Additional grading may be necessary to ensure the unpaved storage yard is collected into the proposed system. The Owner was not aware of any potential for underground hazardous wastes, but this should be proven out during final design. The system sizing assumes the industrial park as shown on sheet C-2 of a conceptual plan by Ruggiano Engineering, Inc. dated 04/28/10. Future design should consider any changes to this development and the effects to this proposed stormwater treatment practice.

Permit Requirements

Table 12. Permit requirements for the proposed sand filter system.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No



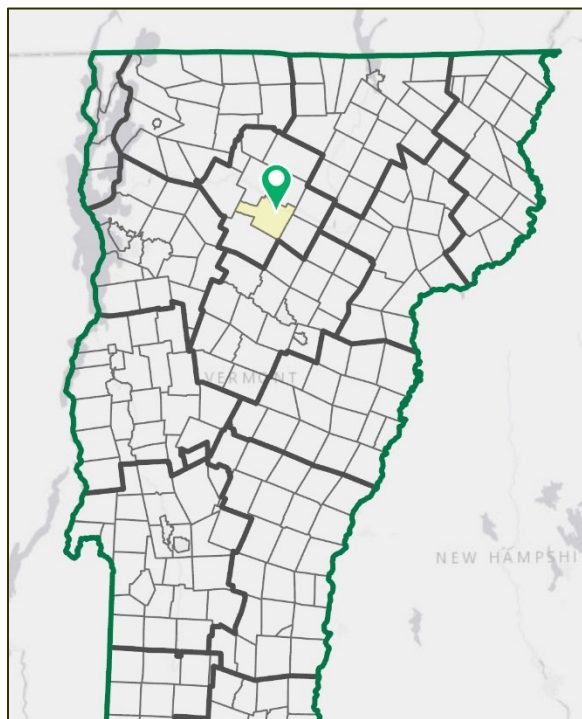
Flood Hazard Areas and River Corridors (FHA & RC)	No
Shoreland Protection	No

Stormwater General Permit: This site does not hold an issued Operational Stormwater Permit. A 3-9050 Full NOI application must be completed to replace this permit which provides 18 months to complete a final design.

Act 250: Susan Baird, District 5 Coordinator, was contacted for impending Act 250 requirements. A minor amendment application must be completed for project implementation. There are multiple LUP series issued for this site.

Wetlands General Permit: Shannon Morrison, District Wetlands Ecologist, was contacted about permit requirements for wetland impacts. In February 2021, the initially proposed gravel wetland was located in a presumed Class II wetland. Due to the classification of this wetland, this location for stormwater treatment was not an allowed use and it was determined that infiltration chambers located under the VEC parking lot is the most feasible solution. Therefore, consideration for GP 3-9026 is no longer required.

Morristown – Jersey Heights Residential Subdivision



Vermont.

Project Site Background

- Lamoille County
- Lake Segment: 9 – Lamoille River
- Receiving Water: Randolph Brook
- Approximate Impervious Surface for Permit Coverage: 9.6 acres
- Existing Stormwater Permit(s): 3015-9010.R

The Jersey Way Subdivision consists of Jersey Way, Jersey Court, Sterling Court, and Foss Street. The roads, single-family homes, and apartments total approximately 9.6 acres of impervious surface (Appendix G7). Stormwater runoff currently drains via grass swale, catch basin, and level spreader to Randolph Brook.

Partnerships

The partnership scenario represented at this site is a collaboration between multiple homeowners and the municipality. See Appendix Q3 for a description of the partnership benefits. The Jersey Heights residential subdivision currently does not have a formal

Homeowner's Association (HOA). In the final landowner meeting, partners agreed that forming an HOA is necessary to move forward with project implementation on common land. Manosh Corporation, a water services company, owns the common land that the proposed project is located on and will need to be contacted to inquire about potential project implementation. See final partner meeting minutes in Appendix H7.



Table 13. Morristown Project Partners.

Name	Title - Affiliation
Dan Lindley	Town Administrator – Morristown
Rich Jacobs	Private Landowner – Jersey Way
John Fasciana	Private Landowner – Jersey Way

Design

A 28-chamber subsurface system with sand filter and underdrain is proposed in an area of common land between Foss Street and Jersey Way (Appendix I7). Three new diversion structures divert runoff during the 1-inch, 24-hour storm event from the existing stormlines along Foss Street and Audy Street and from an existing swale into the chamber system (Appendix J7). The chamber system could also be designed as an infiltrating system, but more soil testing would be necessary to confirm the site-specific soil conditions.

- Total Implemented Cost: \$439,900 (Appendix M7)
- Estimated Phosphorus Reduction: 1.42 kg/yr
- Cost per Annual Phosphorus Reduction: \$12,030

Challenges

The original operational stormwater permit (3015-9010.R) was obtained by the developer, and there is no formal HOA to take over and maintain permit compliance. Discussions with one homeowner indicate interest in implementing the design, but a formal HOA may be needed to construct the project in the subdivision's common land and to assume responsibility as permittee.

Permit Requirements

Table 14. Permit requirements for the proposed sand filter system.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA & RC)	No
Shoreland Protection	No

Stormwater General Permit: This site holds an Operational stormwater permit (#3015-9010.R) which covers the subdivision under pre-2002 standards. The existing subdivision will require coverage under 3-9050 as a 3-acre site.

Act 250: Susan Baird, District 5 Coordinator, was contacted for impending Act 250 requirements. A minor amendment application must be completed for project implementation under the existing land use permit for the housing development (LUP: 5L0877).



Northfield – Bean Business Park

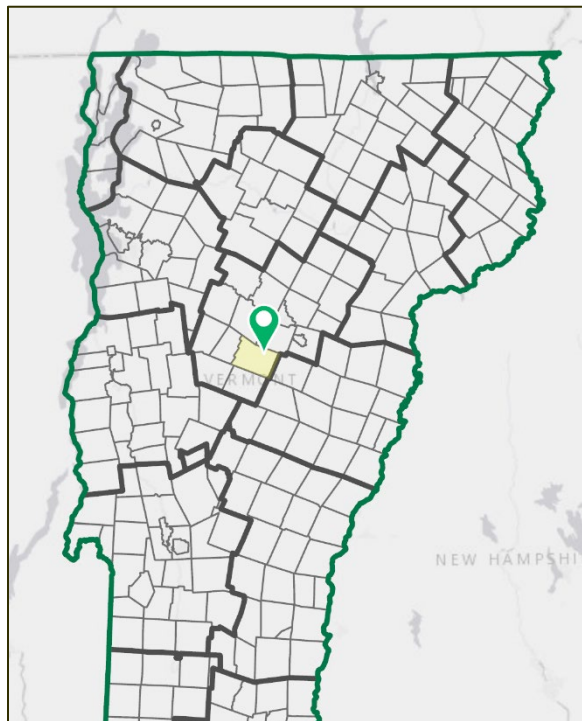


Figure 9. Town of Northfield location within Vermont.

Project Site Background

- Washington County
- Lake Segment: 5 – Winooski River
- Receiving Waters: Whetstone Brook and the Dog River
- Approximate Impervious Area for Permit Coverage: 3.9 acres
- Existing Stormwater Permit(s): 3428-9010.R

Bean Business Park (BBP) is located off Whetstone Drive in Northfield. The site is home to the Cabot Hosiery Mills factory and offices, parking lot, and an access road totaling approximately 3.9 acres of impervious surface (Appendix G8). Stormwater runoff from the site currently drains via grass- and stone-lined swales and overland flow to the Dog River, and via overland flow, stone-line swale, and a detention pond to Whetstone Brook. The site is covered under pre-2002 standards by an existing operational stormwater permit #3428-9010.R.

Watershed Consulting performed site-specific soil characterization and infiltration testing on November

16, 2020 (Appendix K4). The soil characterization documented gravel and coarse sand down to 7 feet below ground surface (fbgs) and 8 fbgs in two separate test pits. No groundwater or redoximorphic features were observed in either pit. One infiltration test measured a saturated soil conductivity (Ksat) of 3.98 inches per hour.

Partnerships

The partnership scenario represented at this site is a collaboration between the private landowner and the municipality. See Appendix Q2 for a description of the partnership benefits. This partnership is supported by the Central Vermont RPC (Table 15). During the final landowner meeting, it was determined that the location of one of the infiltration basins is not located on the Cabot Hosiery Mills parcel, but is on the Foran Farms lot. An easement with Foran Farms would need to be considered for this particular design. See Appendix H8 for complete meeting minutes.

Table 15. Northfield Project Partners.

Name	Title - Affiliation
Jeff Schultz	Town Manager - Northfield
Brent Blevins	CEO – Darn Tough
Kirk Smith	Director of Engineering and Maintenance - Darn Tough
Pam DeAndrea	Senior Planner – Central Vermont Regional Planning Commission



Design

Two infiltration basins are proposed. One in place of the existing detention basin and another just south of the Cabot Hosiery Mills driveway in an undeveloped portion of the Business Park (Appendix I8). A new diversion structure diverts runoff from the 0.75", 24-hour storm into the southern proposed infiltration basin while allowing larger storms to bypass the system (Appendix J8). The two basins treat a combined 78% of the 1" storm (water quality storm) to meet the redevelopment standard (treat 50% of the water quality volume from the 1" storm).

- Total Implemented Cost: \$152,300 (Appendix M8)
- Estimated Phosphorus Reduction: 4.08 kg/yr
- Cost per Annual Phosphorus Reduction: \$1,069

Challenges

Additional infiltration testing should be conducted to verify infiltrative capacity in the existing detention basin. The original location of the proposed southern infiltration basin west of the access road was sold to a third party. Watershed reached out to the owners to determine if an access easement for the construction and maintenance of the stormwater practice would be considered. If an easement is not possible, an alternative location was provided across the access road.

Permit Requirements

Table 16. Permit requirements for the proposed infiltration basins.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA & RC)	No
Shoreland Protection	No

Stormwater General Permit: This site holds an Operational stormwater permit (#3428-9010.R). The renewal for this permit is due in July 2022. See Appendix N6 for the permit authorization. A 3-9050 Full NOI application must be completed to replace this permit which provides 18 months to complete a final design.

Act 250: Susan Baird, District 5 Coordinator, was contacted for impending Act 250 permit requirements. A minor amendment application must be completed for project implementation under the existing land use permit for Cabot Hosiery Mills (LUP: 5W1224-1). See Appendix N6 for the issued Act 250 permit and application.



St. Albans City – Cooperative Creamery

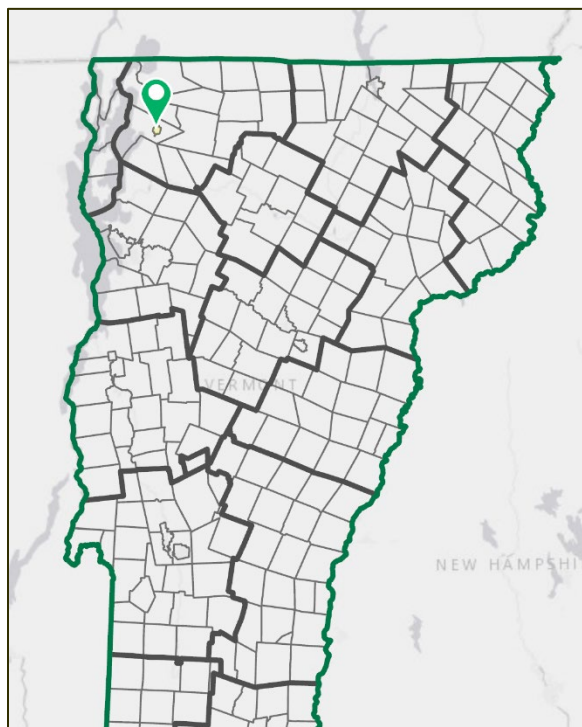


Figure 10. City of St. Albans location within Vermont.

Project Site Background

- Franklin County
- Lake Segment: 11 – St. Albans Bay Direct Drainage
- Receiving Water: Stevens Brook (downstream of impairment)
- Approximate Impervious Area for Permit Coverage: 11.2 acres
- Existing Stormwater Permit(s): None

St. Albans Cooperative Creamery owns and operates two separate but adjacent parcels on Aldis and Federal Streets in St. Albans City (Appendix G9). The Aldis Street facility is used mostly for the parking and storage of liquid transport trailers. The site is mostly unpaved gravel, and a railroad spur runs through the lot. The Federal Street facility houses the Coop's offices and manufacturing building with associated parking. The approximate impervious surface across the two sites, excluding portions of the Federal Street facility that drains to the combined sewer, totals 11.2 acres.

The Aldis Street facility currently mostly drains via overland flow to Stevens Brook. The eastern portion of the site drains to a surface swale that also discharges to Stevens Brook. The Federal Street facility drains to both the City's separate stormwater system and the combined sewer.

Space and developed land constraints at the Federal Street facility make direct stormwater treatment infeasible. The proposed design sufficiently treats the Water Quality volume runoff from Aldis Street to achieve permit coverage for both parcels. Preliminary discussions with Emily Schelley and District Stormwater Reviewer, Taylor Flanagan, suggest it is "allowable to consider treatment of both parcels in aggregate" if both sites achieve permit coverage under the same 3-9050 authorization.

Partnerships

The partnership scenario represented at this site is a collaboration between the private landowner and the municipality. See Appendix Q2 for a description of the partnership benefits. This partnership is supported by the Northwest RPC (Table 17). See Appendix H9 for final partner meeting minutes.

Table 17. St. Albans Project Partners.

Name	Title - Affiliation
Chip Sawyer	Director of Planning & Development – City of St. Albans
Kiersten Bourgeois	Communications and Industry Affairs Manager – Dairy Farmers of America
Bill McPhail	Project Engineer – Dairy Farmers of America



Linda Blasch	Regional Planner - Northwest Regional Planning Commission
Peter Garceau	Vice President - Cross Consulting Engineers

Design

A surface sand filter with an underdrain is proposed for the site to treat stormwater runoff from the Aldis Street Facility (Appendix I9). Two surface swales lead to a forebay at either end of the practice for pre-treatment. Underdrains discharge to a new structure discharging to the City separate stormwater system, while overflow from larger storms discharges via stone level spreader and overland flow to Stevens Brook (Appendix J9).

- Total Implemented Cost: \$357,700 (Appendix M9)
- Estimated Phosphorus Reduction: 3.66 kg/yr
- Cost per Annual Phosphorus Reduction: \$3,673

Challenges

Space is limited due to the Creamery's full utilization of the Aldis Street lot for storing liquid transport trailers and railroad activity. The lot abuts the narrow river corridor of Stevens Brook, and encroaching further is not permitted by the Rivers Program. The Federal Street Lot is also fully developed for office and manufacturing space and parking.

Permit Requirements

Table 18. Permit requirements for the proposed surface sand filter system.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	Yes
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA & RC)	No
Shoreland Protection	No

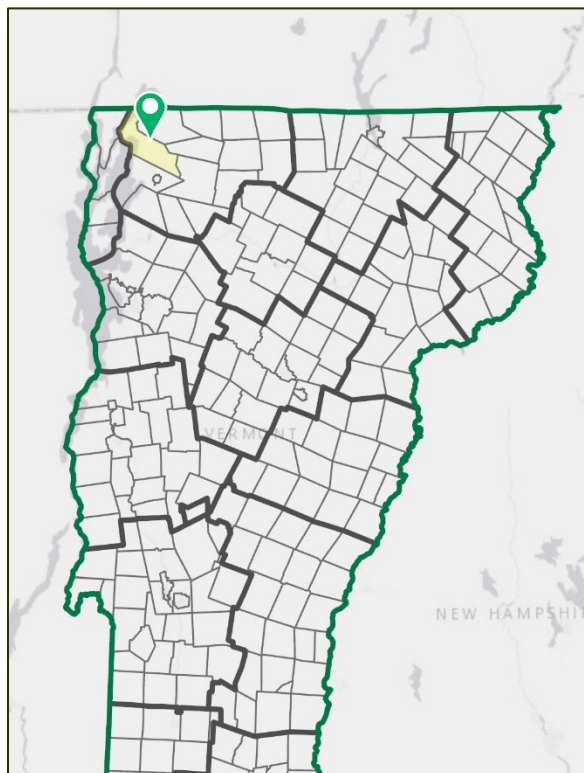
Stormwater General Permit: This site does not hold an Operational stormwater permit. A 3-9050 Full NOI application must be completed to replace this permit which provides 18 months to complete a final design.

Act 250: Susan Baird, District 5 Coordinator, was contacted for impending Act 250 requirements. A minor amendment application must be completed for project implementation under the existing land use permit for the Cooperative Creamery (LUP: 6F0634). See Appendix N7 for the site's LUP documents.

FHA & RC: Staci Pomeroy, River Scientist – DEC, was contacted for review of only river corridor impacts on Stevens Brook as this site is not located within a FHA. It was confirmed that the proposed project meets RC requirements as it will not cause impacts on stream channel management and will remain within existing developed land use land cover.



Swanton – Swanton Village Municipal Building



Project Site Background

- Franklin County
- Lake Segment: 12 – Missisquoi River
- Receiving Water: Unnamed Tributary of the Missisquoi River
- Approximate Impervious Area for Permit Coverage: 3.5 acres
- Existing Stormwater Permit(s): None

The Swanton Village Municipal Building at 120 1st Street hosts the Village Offices, the Police, Fire, and Public Works Departments, and a public Park and Ride (Appendix G10). Site impervious surface, excluding the portion that drains to the combined sewer, totals 3.5 acres.

Portions of the site currently drain overland to the village separate stormwater system, the combined sewer, and south via surface swale and culvert. Runoff to the south has created flooding issues in neighboring yards.

Figure 11. Town of Swanton location within Vermont.

Partnerships

Initial project partners included VTrans representatives, Paul Libby, Mark Fitzgerald, and Jonathan Armstrong. Tim Smith of the Franklin County Industrial Development Corporation and Monica Greene of VT Precision Tools were additional private landowners included during project location scoping. However, due to the initial project location being impacted by several challenges (described below), the final 30% design was re-located and developed for a smaller drainage area that includes only the Swanton Municipal Complex facilities and excludes land within these contacts' jurisdiction. These modifications reduced the number of relevant partners involved so that the final partnership scenario represented at this site is between the Town and Village municipalities and the community. See Appendix Q5 for a description of the partnership benefits. This partnership is supported by the Northwest RPC (Table 19). See Appendix H10 for final partner meeting minutes.

Table 19. Swanton Project Partners.

Name	Title - Affiliation
Reg Beliveau Jr.	Manager – Swanton Village
David Jescavage	Town Administrator – Town of Swanton
Linda Blasch	Regional Planner - Northwest Regional Planning Commission



Design

A surface sand filter is proposed at the southern end of the site near the corner of Short and Elm Streets (Appendix I10). A new surface swale on the west edge of the Park and Ride lot will provide pre-treatment and conveyance to the practice (Appendix J10). The practice discharges via weir to a new culvert beneath Short Street to an improved grass swale leading south along Elm Street.

- Total Implemented Cost: \$162,300 (Appendix M10)
- Estimated Phosphorus Reduction: 1.29 kg/yr
- Cost per Annual Phosphorus Reduction: \$4,060

Challenges

During initial project scoping, a significantly larger drainage area discharging to the Missisquoi River was delineated to include the entire Hannaford's Supermarket parcel, the segment of Robin Hood Drive between 1st Street and Bushey Ave, and the Leduc Drive and Abenaki Acres residential developments. Multiple restrictions arose including potential impacts to Class II wetlands on the residential developments and along the length of Robin Hood Drive.

In addition, a potential project location was scoped in a vegetated region adjacent to the railbanked segment of the Lamoille Valley Rail Trail (LVRT) that intersects Robin Hood Drive. The LVRT falls within VTrans jurisdiction. Ludwig Pulaski, Property Management Specialist – VTrans, confirmed that any project that changes the existing railbed is not an allowable use which prompted project relocation at the Swanton Municipal Complex.

Permit Requirements

Table 20. Permit requirements for the proposed surface sand filter.

Permit Name	Required
Stormwater General Permit (3-9050)	Yes
Land Use and Development (Act 250)	No
Wetlands General Permit (3-9026)	No
Flood Hazard Areas and River Corridors (FHA & RC)	No
Shoreland Protection	No

Stormwater General Permit: There is no issued Operational Stormwater Permit. A 3-9050 full NOI application must be completed for project implementation.

Act 250: Susan Baird, District 5 Coordinator, was contacted about this site's potential Act 250 requirements. It was confirmed that a minor amendment application is not required as the proposed project is on a parcel that is less than 10 acres, and it is located entirely on a municipally owned parcel.



Top 10 Sites Selected – Grant Funding Opportunities

Clean Water Initiative Program (CWIP):

The Vermont DEC's CWIP funds projects that improve water quality by reducing nutrient and sediment pollution. If applicable, projects are subject to leveraging requirements in order to be eligible for CWIP funds. All ten P3 project sites are regulatory on the basis of the General Permit 3-9050 requirement. Of the final ten projects, all are considered a P3 entity with the exception of the Swanton project being the only non-MS4 public entity. Due to the final design concept treating land only within municipal jurisdiction, the Swanton site is now considered a non-MS4 public entity (see the "Challenges" section, pg. 34). All ten selected projects do not require leveraged funds based on these criteria. See the red-outlined boxes in Figure 12 that highlight funding eligibility applicable to the ten projects.

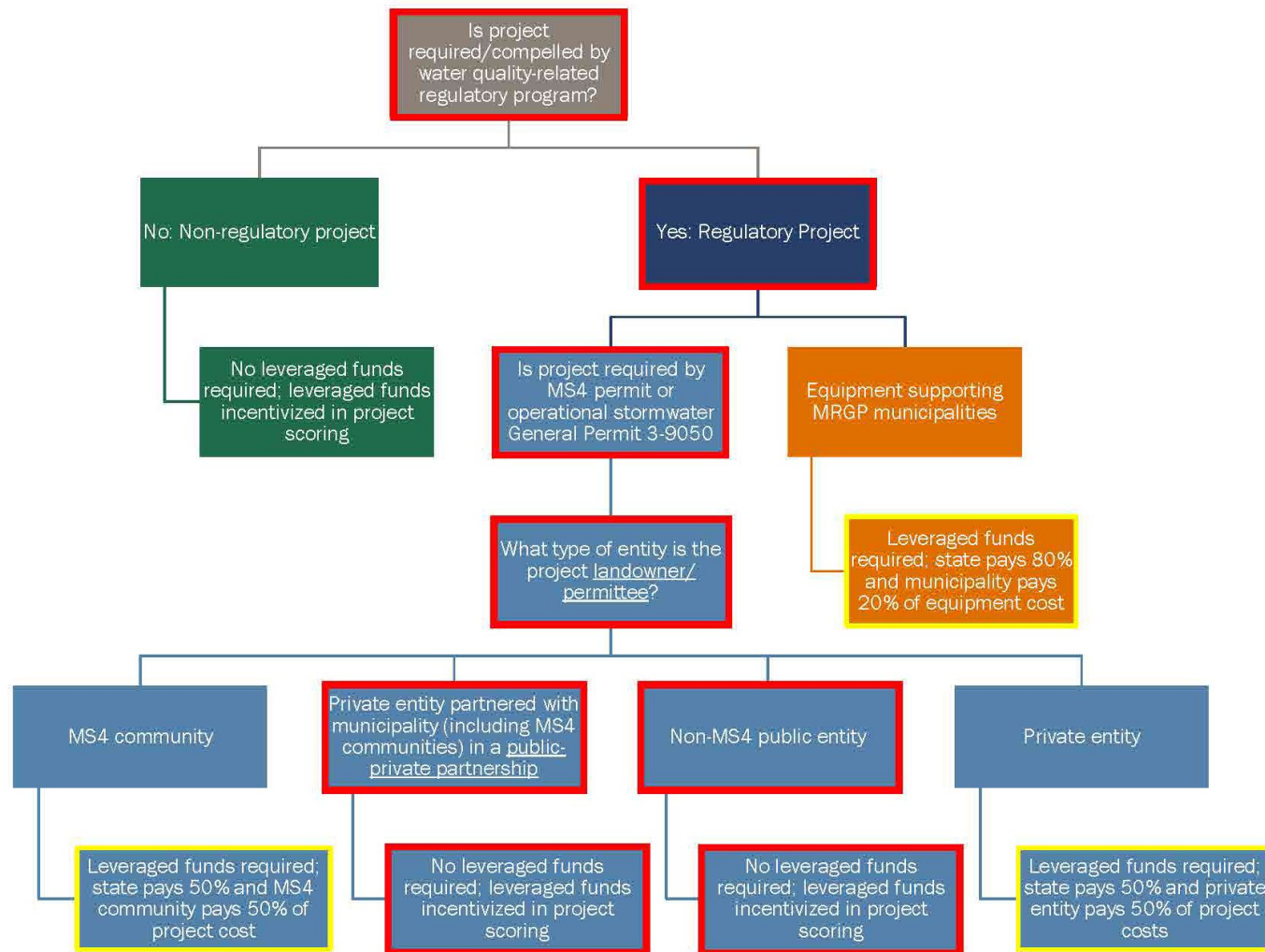


Figure 12. Decision tree for project funding requirements (CWIP SFY 2021 Funding Policy)⁴

⁴ Vermont Department of Environment Conservation. February 4, 2021. *Vermont Clean Water Initiative Program (CWIP) State Fiscal Year (SFY) 2021 Funding Policy*.



The Clean Water Service Delivery Act (Act 76 of 2019) documented changes in the administration and implementation of clean water funds in the state of Vermont that will go into effect in State Fiscal Year (SFY) 2023. Under this new policy, four new grant programs will be established and go into effect July 1, 2022. Projects seeking funding for both design and implementation after July 1, 2022, can access grant funding through four new grant programs.

Of these programs, two are applicable to future P3 projects. The Water Quality Enhancement Grant will be intended to fund projects that maintain or improve high quality waters, restore degraded waters, and develop resilient watersheds and communities. The Developed Lands Implementation Grant will be intended to provide full or partial financing for landowners that need to obtain a General 3-acre stormwater permit.

Currently, the following programs within Vermont can help to forward these sites to final design and implementation:

Vermont Clean Water State Revolving Fund (CWSRF):

In order for P3 projects on the 3-acre property list to apply for this funding, only the municipal partner within the P3 entity can be an applicant. Funds are 100% subsidy for design phase up to \$100,000 per project. The design phase includes feasibility, preliminary engineering, and final design. For 3-acre stormwater projects, this includes costs for permit obtainment and subsequent fees. There are currently no 100% subsidy funds for the construction phase. An applicant can request funding for multiple projects into one application.

Lake Champlain Basin Program (LCBP):

LCBP provides funding for the design and implementation of projects that must meet impending 3-9050 requirements. An added benefit from LCBP funds is that there are no match requirements. These are federal funds through the US EPA and therefore must meet federal procurement, management, and reporting requirements including possible Quality Assurance Project Plans (QAPP). Under the LCBP, Local Implementation Grants may be used for design and planning purposes for up to \$50,000 and the Enhanced Best Management Practice grants may be used for implementation with awards up to \$125,000. These grant announcements are usually late summer or early fall. They need to show no natural resource conflict as in Vermont DEC grants.

Design/Implementation Block Grant (DIBG):

The block grant program is administered through RPCs, the Natural Resources Conservation Council (NRCC), and Watersheds United Vermont (WUV) with funding from the Vermont DEC. There are usually two to three rounds each year and applicants are required to screen for possible natural resources conflicts and provide backup cost estimates and preliminary engineering plans. This program will fund final design and construction with 10% of the project delivery cost as payment to the entity that will manage the grant (watershed group or regional planning commission). Grants are competitive based on cost per pound of phosphorus removed.

American Rescue Plan Act of 2021 (ARPA):

ARPA funds will be available for local governments until December 31, 2024 and if the project receives this funding, it must be completed by 2026. Because the specific elements of this potential funding stream are evolving, details are not clear at this point. However, in general the funding has been advertised as being



flexible and geared toward economic recovery. And therefore, P3 projects that are focused on advancing local economies such as the future industrial park in Johnson could be good candidates for this funding.

VT Agency of Transportation (VTrans):

Projects that include a transportation-component could be funded through the VTrans Transportation Alternatives Program (TAP). Certain P3 projects including the Hinesburg Cheese Plant include treatment and control of runoff from public roadways. This funding source could be well-suited to fund or partially fund retrofit projects such as this.

Conclusions and Final Recommendations

Conclusions:

- **P3s can be an effective tool for sites to meet impending 3-acre requirements as well as other water quality and municipally focused goals in a cost-effective manner.**
- Sites that were not selected for design may have benefits but did not rank as highly as selected sites. They may still be recommended for further design and implementation through other funding sources and grant opportunities.
- P3 partnerships are not beneficial for every site. In some instances, onsite retrofits can be a lower cost option and have less feasibility issues as compared with shared offsite retrofit projects.
- The 10 selected sites for this project can serve as templates for 3-acre sites pursuing future partnership opportunities (Appendix Q).

Recommendations to the DEC:

- Consider permitting scenarios that were analyzed as part of this project. Engage regulatory staff to review and analyze the documented concerns raised by landowners. This includes how 3-acre permitting may potentially be at odds with onsite operations, onsite or adjacent natural resources, landowners with multiple parcels, sites with CSO issues, etc. Develop a clear decision-making process that can be broadcasted to regulated landowners to increase predictability and efficiency in the permitting process.
- Provide messaging to owners and if applicable, to municipalities to conduct detailed feasibility assessments for each site when deciding to pursue a P3 partnership. In the developed landscape, many roadblocks exist that may eliminate the potential for a shared stormwater retrofit project.
- For funding review and promotion of the 3-acre program, consider that partnership benefits can go beyond water quality and can address flooding, cost savings, ease of maintenance, public education, aesthetic, and recreation.
- Provide messaging in the 3-acre permitting system that designates RPCs, NRCDs, and water quality nonprofit groups as potential project partners. These groups can provide support when municipalities and private landowners pursue grants, by acting as project advocates, project managers, outreach and education promoters and organizers, and stakeholder meeting facilitators (depending on funding scenario).
- Consider how future development can be integrated into P3 project planning. Specifically, determine how projects that combine retrofit of existing impervious surfaces subject to the 3-acre



rule and future impervious surfaces subject to operational stormwater permitting can be promoted as priority in the grant funding process.

- Inform 3-acre site owners and other stakeholders of this project. **Publicize the [P3 Project Story Map](#) as a resource.**

FFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and City of Burlington with principal place of business at 149 Church Street. STE 1, Burlington, VT 05401, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is a public-private stormwater partnership to install modern stormwater treatment practices under the 3-Acre Stormwater permit requirement, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$705,504.00. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the subrecipient without written approval from the State.
4. **Procurement:** The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. **Ownership and Disposition Assets:** Grantee must submit a written request to retain the asset at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. **Source of Funds:** ___ General **X** Federal ___ Other
 \$ \$705,504.00 \$ Fund
 - a. For grants funded with federal dollars only.

CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
CFDA Number	21.027
Award Name	American Rescue Plan Act (ARPA) Vermont State Recovery Fund
Award Number	SLFRP4407
Award Year	2021
Federal Granting Agency	US Department of the Treasury
Research and Development Grant?	☐ Yes ☒ No
7. **Grant Term:** The period of Subrecipient's performance shall begin upon date of execution, signified by the date of signature by the State and end on 06/30/2026.
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in

the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Subrecipient's fiscal year starts 07/01 and ends 06/30.
11. Work product ownership: Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
12. Attachments: This Grant consists the following attachments that are incorporated herein:
 - Attachment A - Scope of Work to be Performed
 - Attachment B – Budget and Payment Provisions
 - Attachment C - Customary State Grant Provisions
 - Attachment D – State Fiscal Recovery Fund (SFR) Program Assurances
 - Attachment E – SFR Quarterly Project Report Template
 - Attachment F – Other Provisions for Projects over \$10,000,000
 - Attachment G – Terms and Conditions for Federal Subrecipients

Legal Name and D-U-N-S® Number on File with the www.sam.gov (1):

City of Burlington
Print Legal Name

NLGQG6KK7791
UEI Number (2)

Did this business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?*

☐ Yes ☒ No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

By:

Commissioner

Dept of Environmental Conservation

Date: _____

SUBRECIPIENT

By:

Name: (Print) _____

Title: _____

Date: _____

Attachment A

Scope of Work to be Performed

Part or All of the Scope May be Sub-Granted

1. **Project Overview.** Shelburne Road Plaza is owned by Pomerleau Real Estate and consists of several businesses and a parking lot in South Burlington (SPAN # 114-035-20486). The South Meadow Apartments are owned by the Champlain Housing Trust and consists of many apartment buildings and associated infrastructure (SPAN # 114-035-20497). Antonio B. Pomerleau, LLC is the only listed permittee for the Shelburne Road Shopping Plaza Operational Stormwater Permit, currently under technical review (#8488.9050). The South Meadow Apartment complex is the only listed permittee of a currently administratively incomplete Operational Stormwater Permit (#8497.9050). This project encompasses design and construction of a gravel wetland for the wooded area south of the Shelburne Road Plaza on Champlain Housing Trust property, sized to treat runoff from the 1" storm with no overflow and provide 24-hour extended detention of the Channel Protection volume (CPv) from both 3-acre sites. Additionally, two proposed structures will divert flow up to the 1-year, 24-hour storm event.

Table 1: SFR Program Information

SFR Program	3-Acre Stormwater Permit Support
SFR Expenditure Category	EC 5.6
SFR Project Name	Public Private Partnership – Burlington Champlain Housing Trust - Pomerleau
SFR Project ID No.	ANR-6140892202-003
Primary Place of Performance	South Burlington, Vermont
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A

2. **Statement of Need.** The Vermont Clean Water Act of 2015, and the Lake Champlain Total Maximum Daily Loads (TMDLs) identify the need to address phosphorus in stormwater runoff from existing developed lands, specifically “three-acre sites,” in order to meet the phosphorus targets in the TMDLs. This project assists a “three-acre site.”
3. **Population Served.** The project addresses stormwater runoff from approximately 12 acres of impervious surface on the Shelburne Road Plaza property and 7.3 acres on the South Meadow Apartments property. This site was chosen because it presented a single solution involving two separate potential sites, impacting the most people. By creating a gravel wetland and improving current systems, runoff will be able to be mediated and the stormwater retention will be increased. The project area takes into account a proposed recreational path. This project design will not impede the path, making it usable to the public during a 24-hour storm event. This project creates an estimated phosphorus reduction of 10.32 kg/yr correlating to a cost savings of \$4,578 per year. The population of South Burlington is 2,178 with 15.80% of people living in poverty and an unemployment rate of 5.16%. The income per capita is \$42,335. This information was sourced using the Vermont Social Vulnerability Index, which is based upon 2011-2015 American Community Survey data. The stormwater runoff addressed by this project serves to lessen the environmental impacts this community faces.
4. **Scope of Work.** The Subrecipient shall provide the following services related to design and construction of the Project:
 - a. Prepare a complete “Full Notice of Intent” under General Permit 3-9050 for the Project.

- b. Obtain a stormwater permit authorization under General Permit 3-9050 based on the “Full Notice of Intent”.
- c. Construct the stormwater treatment system as authorized under General Permit 3-9050 and submit a certification by a professional engineer per the requirements of said authorization.

Table 1. Milestone and Deliverables schedule:

Part I: Final Design and Permit Obtainment				
Cost reimbursements for Part I deliverables Not to Exceed \$183,000				
	Milestone	Deliverable	Due Date	Budget
1	Landowner Commitment	Letters of landowner commitment from all affected landowners indicating intent to participate in the project.	July 01, 2022	Part I Deliverables NTE \$183,000
2	Formation of Homeowner Association, or provide a letter of intent from the municipality indicating intent to serve as the sole permittee under GP 3-9050.	Documentation of a registered homeowners association (HOA) for all non-municipal lands (subdivision only). HOA roles to include compliance with operational stormwater permit; alternatively, the municipality may submit a letter of intent to serve as the sole permittee on the operational stormwater permit	July 01, 2022	
3	Determination of Operations & Maintenance (O&M) responsible party	Documentation of O&M responsible party once project is implemented, including acknowledgement the stormwater permit requires O&M for life of the project	July 01, 2022	
Note: Must complete Deliverables 1 – 3 prior to submitting other Part I Deliverables.				
4	RFP for Final Design and Obtainment of Operational Stormwater Permit	Copy of RFP, signed contract, and statement of reasoning for contractor selection (if applicable)	September 01, 2022	
5	Meeting(s) with landowner and other stakeholders to discuss planned projects	Summary of meeting(s), including meeting outcomes, and planned actions	The first day of each month throughout agreement term until 100% design is complete	
6	60% design complete	Preliminary Design Report (include synthesis of prior completed project deliverables, 60% designs, including draft engineering feasibility analysis per General Permit 3-9050 and verification of review of proposed design by the Stormwater Program; identify all required landowner access points necessary for project maintenance; identify all required permits and provide Permit Navigator Report Number.	September 01, 2022	
7	100% design complete (if applicable, depending on prior design work completed for project)	Final Design Report (include synthesis of prior completed project deliverables, 100% designs, written landowner commitment to implement project, and	November 01, 2022	

		final cost-estimate with a level-of-effort document and construction engineering oversight, if needed, and contingency); provide documentation of completed landowner access agreements.		
8	Submission of complete application (Full Notice of Intent) for coverage under Stormwater General Permit 3-9050 to DEC Stormwater Program	Completed application, site plans, and engineering feasibility analyses	November 01, 2022	
9	Stormwater Permit obtained	Documentation of permit obtained	Prior to beginning Part II: Construction	
10	Permit documentation	Documentation of other required permits secured (if applicable)	Prior to beginning Part II: Construction	
Part II: Construction Must complete Part I Deliverables prior to payment for Part II Deliverables Cost reimbursements for Part II deliverables Not to Exceed \$392,025				
11	RFP for construction of permitted stormwater system issued and contractor selected (if applicable)	Copy of RFP, signed contract, and statement of reasoning for contractor selection (if applicable)		Part II Deliverables NTE \$451,953.60
12	Implementation update(s); BMP(s) implemented, Clean Water Project Sign installed during construction if the project is considered publicly visible	Interim report(s) (includes summary of work to date, percent progress, construction photos, including Clean Water Project Sign photo, if applicable)	Due at 30%, 60%, and 90% project completion intervals	
13	Project complete	Final Performance Report using template provided; Verification of submission of engineer's certification, pursuant to authorization under General Permit 3-9050; press release; post-implementation photos; Form 430	June 30, 2026	NTE \$70,550.40
	TOTAL BUDGET AVAILABLE (with a minimum of 10% held until final deliverables received)	Total	\$705,504.00	

5. Results. The mandatory quarterly performance reports (Section 8) will measure the following performance measures:

1. Number of final (30%) designs completed (if applicable)
2. Number of final (100%) designs completed
3. Number of operational stormwater permits obtained
4. Acres of impervious surface treated
5. Acres of impervious area removed (if applicable)

6. Evaluation. The project shall comply with all deliverables, including submission of the required permit application and engineer's certification of completion of construction, prepared by a licensed professional engineer. The State will review all permit application materials for compliance with Stormwater General Permit 3-9050.
7. Equity Impact. Meeting the stormwater management requirements of General Permit 3-9050 may be cost prohibitive for some landowners due to the direct and indirect economic impacts of COVID-19. The three-acre stormwater program carries the expense for all regulated entities, municipalities, and businesses alike. Partnerships between affected private landowner(s) and local municipalities were developed to create more pollution control than would be achieved by each entity strictly complying with the permit program individually. By supporting these projects, the State is using ARPA funding to reduce the impacts to municipal taxpayers, some of whom have been significantly impacted by the effects of the COVID-19 pandemic. This support also assists businesses that are required to comply with the permit by providing assistance to those entities to recover as well.
8. Reporting. Subrecipient is required to submit quarterly progress reports for the quarters ending December 31, March 31, June 30, and September 30 on a template provided by the State (Attachment E) by the 15th day after the end of each quarter.
9. Other Provisions.
 - a. Subrecipient will operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).
 - b. Subrecipient shall seek written pre-approval from the State for minor modifications to construction element locations due to variations in terrain or budget. The scope and site plans in this Agreement portray an ideal situation. Minor adjustments which result in an equivalent end product shall be allowed following State approval. Nothing in this language shall relieve the landowners from the need to comply with Stormwater General Permit 3-9050, including the need to amend the stormwater permit authorization for any project changes.

Attachment B

Payment Provisions

1. This grant is a performance based grant with cost reimbursable payment terms. Payments made to the Subrecipient by the State are based on the submittal of quarterly invoices including a date range in which activities on this grant were undertaken. Subrecipient is required to keep documentation of all expenses reported to the State on the invoice, but are not required to submit those documents with each invoice. The State reserves the right to ask for expense documentation upon request. Invoices must be submitted on the Attached Form 430. Budget modifications in any category that are at or above 10% of the entire grant value will require State approval prior to finalizing any budget alterations or expending said funds.
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

3. Risk-Based Assessment:

Risk Level: Moderate

Risk Level	Monitoring Requirements
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.

- a. These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
 - b. If you are required to have a Single Audit , you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 9 months after the end of your fiscal year.
4. Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.

5. The Subrecipient shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,
- ☐ Include a copy of all receipts for costs requested for reimbursement.
- ☐ Other:

6. Other Provisions

- a. All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored.
- b. Subrecipient is conferred blanket approval from the State to execute any subgrant or subcontracts associated with this Agreement and related amendments. As part of the procurement process, the Subrecipient must verify and document that none of its subcontractors/subgrantees are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

Upload all completed forms to: <https://anronline.vermont.gov/home>



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds*Form must be filled out entirely before payment is released***Grantee Name:** **Town of Burlington****Grant #:** **06140-2022-ARPA-CWB-03*****Payment
#:****Amount
Requested:****\$****Number of payment request(s) made under this grant*

Performance Measure and Submitted Deliverable(s)	Budget Amount	Amount Requested for This Submittal
1 -Part I: Final Design and Permit Obtainment <i>Deliverables 1-10: Please list deliverable number and detail</i>	NTE \$183,000.00	\$
2 -Part II: Construction <i>Deliverables 11-12: Please list deliverable number and detail</i>	NTE \$451,953.60	\$
3 -Project Complete <i>Deliverable 13: Final Performance Report, Verification of submission of engineer's certification, press release, post-implementation photos</i>	NTE \$70,550.40	\$
Total	NTE \$705,504.00	\$

Approvals for Payment**Signed by:**

Subrecipient:

Date:

Title:

*The Subrecipient certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.***Please upload this form to: <https://anronline.vermont.gov/home>**

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made

available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D – STATE FISCAL RECOVERY FUND PROGRAM ASSURANCES

An authorized signatory of Subrecipient must attest to the following by checking the box next to the statement and signing this document.

- ☒ 1. I have the authority to request payment from the State of Vermont. I am requesting payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (“section 602”).
- ☒ 2. As required by federal law, the SFR will only be used for approved economic support or costs incurred during the period that begins on March 3, 2021 and December 31, 2024, in response to the COVID-19 public health emergency and its negative economic impacts.
- ☒ 3. Subrecipient will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont and will cooperate with the State of Vermont in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 602.
- ☒ 4. To the extent that actual expenditures or demonstrated need is less than the total award amount, Subrecipient agrees to return the balance of unspent funds to the State of Vermont. If the United States Department of the Treasury recoups funds from the State of Vermont based on a determination that these award funds were used in a manner not in compliance with section 602, Subrecipient agrees that the State of Vermont may recover funds from Subrecipient by reducing future funding in State budgets.
- ☒ 5. Subrecipient must repay the award or portion of the award to the Vermont Agency of Natural Resources, Department of Environmental Conservation if: any funds received were issued in error; are based on incorrect representations made to the Vermont Agency of Natural Resources, Department of Environmental Conservation; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by Subrecipient. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Vermont Agency of Natural Resources, Department of Environmental Conservation.
- ☒ 6. Subrecipient has applied for FEMA-Public Assistance funding first for all FEMA-eligible expenses before applying to this grant. Subrecipient will only use this grant to cover expenses that are not eligible for FEMA-Public Assistance reimbursement.
- ☒ 7. Subrecipient shall maintain and make available to the State of Vermont and/or United States Department of the Treasury, upon request, all documents and financial records sufficient to establish compliance with section 602. Records and supporting documentation must be maintained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Records to support compliance with subsection 602 may include, but are not limited to, copies of the following:

General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;

Budget records;

Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;

Receipts of purchases made related to addressing the public health emergency due to COVID-19;

Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;

Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;

All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;

All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;

All internal and external email/electronic communications related to use of SFR payments; and

All investigative files and inquiry reports involving SFR payments.

☒ 8. To the best of my knowledge, neither Subrecipient nor Subrecipient's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

☒ 9. Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether a Single Audit is required for the prior fiscal year. If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Vermont within 9 months. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.

☒ 10. Subrecipient will submit reports as required by the State of Vermont, Agency of Administration, and/or Vermont Agency of Natural Resources, Department of Environmental Conservation.

☒ 11. The Vermont Agency of Natural Resources, Department of Environmental Conservation may share the information on this federal award with other Vermont state agencies, and other Vermont agencies can share information with Vermont Agency of Natural Resources, Department of Environmental Conservation for the purpose of verifying Subrecipient's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

☒ 12. All of Subrecipient's tax returns are completed and filed through the date of application filing.

☒ 13. Subrecipient complies with local, state and federal labor laws.

☒ 14. Subrecipient is in good standing with the Vermont Secretary of State.

☒ 15. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this federal award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.

☒ 16. Subrecipient understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

Printed Name:

Authorized Signature:

Title:

Organization Name:

Date:

ATTACHMENT E – STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT TEMPLATE

Organization Name	City of Burlington
Report Date	January 1 – March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31
SFR Program	3-Acre Stormwater Permit Support/ Infrastructure
SFR Expenditure Category	EC 5.6
SFR Project ID No.	ANR-6140892202-003
Project Location	City of Burlington, Vermont (Burlington Champlain Housing Trust – Pomerleau)
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A
Projected/Actual Construction Start Date (month/year):	
Projected/Actual Initiation of Operations Date (month/year):	
Project Status:	• Not Started _____ • Completed < 50% _____ • Completed > 50% _____ • Complete _____
Performance Measure #1: Number of final (30%) designs completed (if applicable)	
Performance Measure #2: Number of final (100%) designs completed	
Performance Measure #3: Number of operational stormwater permits obtained	
Performance Measure #4: Acres of impervious surface treated	
Performance Measure #5: Acres of impervious area removed (if applicable)	

ATTACHMENT F – OTHER PROVISIONS FOR PROJECTS OVER \$10,000,000

For projects over \$10 million, the following is required to be reported to the State with Quarterly Project Reports, as applicable:

- a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - i. The number of employees of contractors and sub-contractors working on the project;
 - ii. The number of employees on the project hired directly and hired through a third party;
 - iii. The wages and benefits of workers on the project by classification; and
 - iv. Whether those wages are at rates less than those prevailing.¹ Recipients must maintain sufficient records to substantiate this information upon request.
- b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
 - i. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
 - iii. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a project labor agreement. c
- c. Whether the project prioritizes local hires.
- d. Whether the project has a Community Benefit Agreement, with a description of any such agreement

¹ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

**ATTACHMENT G - TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS -
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD**

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Conflicts of Interest. Participant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Participants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
6. Compliance with Applicable Law and Regulations
 - a. Participant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Participant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Participant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Participant Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 7. Remedial Actions. In the event of Participant's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

8. Hatch Act. Participant agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
9. False Statements. Participant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Participant] by the U.S. Department of the Treasury.”
11. Debts Owed the Federal Government.
 - a. Any funds paid to Participant (1) in excess of the amount to which Participant is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Participant shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Participant. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Participant knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
12. Disclaimer
 - a. The United States expressly disclaims any and all responsibility or liability to Participant or third persons for the actions of Participant or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Participant does not in any way establish an agency relationship between the IFA, United States and Participant.
13. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Participant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents caused by distracted drivers.

MEMORANDUM OF AGREEMENT
FOR ADMINISTRATION OF GRANT FUNDS ASSOCIATED WITH THE PUBLIC-PRIVATE-
PARTNERSHIP (P3) GRAVEL WETLAND CONSTRUCTION PROJECT

THIS MEMORANDUM OF AGREEMENT is entered into by and between the City of Burlington (“City”), a Vermont municipal corporation, acting by and through its Department of Public Works (DPW); and Antonio B. Pomerleau, LLC (“Pomerleau”), a Vermont limited liability company with a principal office located in Burlington, Vermont, their heirs, successors or assigns, and Champlain Housing Trust, Inc. (“CHT”), a Vermont nonprofit corporation with a principal office located in Burlington, Vermont, their heirs, successors or assigns (collectively, “Parties”).

RECITALS

WHEREAS, the City is the recipient of State of Vermont Department of Environmental Conservation (DEC) grant number 06140-2022-ARPA-CWB-03 (Federal Award No. SLFRP4407) in the amount of \$705,504 (“Grant”); and

WHEREAS, the Grant was awarded for a public-private-partnership (P3) to install a gravel wetland system to meet the State of Vermont’s “3-Acre Permit” requirement for the Shelburne Road Plaza (SPAN # 114-035-20486) owned by Pomerleau, and the South Meadow Apartment Complex (SPAN # 114-035-20497) operated by CHT through a condominium association; and

WHEREAS, the P3 project (“Project”) involves construction of a gravel wetland that will satisfy the requirements of State Stormwater Permit 8488-9050 for Shelburne Road Plaza and State Stormwater Permit 8497-9050 for the South Meadow Apartment complex; and

WHEREAS, the gravel wetland will also satisfy a project requirement outlined in the Potash Brook Flow Restoration Plan, which is a regulatory requirement borne by the City; and

WHEREAS, due to the mutual benefits of this project, the City has agreed to serve as grant sub-recipient per the terms of the American Rescue Plan Act of 2021.

WHEREAS, the City’s participation as a sub-recipient does not constitute acceptance of 8488-9050 or 8497-9050 permitting responsibilities including items such as; reporting, fee payment, renewals, or upgrades compelled by changes to the States permitting requirements.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

1. Parties agree to abide by all terms and conditions of the Grant, unless otherwise modified herein. The Grant is hereby incorporated by reference and made part of this Memorandum of Agreement.

2. CHT and Pomerleau will complete all requisite tasks required by the Grant related to landowner commitments and Operation & Maintenance responsibilities per the Grant. Copies of all compliance documentation for 8488-9050 must be submitted to the City annually to document said operation and maintenance of the stormwater practice.
3. Pomerleau will serve as administrator of the construction contract for the project, including management of construction oversight and resident engineering services.
4. Pomerleau will follow the City of Burlington's procurement process when selecting a contractor for construction. Pomerleau will provide to the City documentation including issued Requests for Qualifications and other bid documents. Pomerleau understands these documents will be submitted pursuant to the Grant's reporting requirements outlined in its Appendix A.
5. Pomerleau will adhere to all reporting requirements outlined in Appendix A of the Grant.
6. Pomerleau will require that selected contractor complies with all City ordinances, including but not limited to the City's livable wage, outsourcing, and union deterrence ordinances.
7. Pomerleau will pay construction invoices received from selected contractor and engineer, and then submit those invoices with a written reimbursement request to the City. Invoices shall be electronically directed to:

James Sherrard
Stormwater Program Manager
jsherrard@burlingtonvt.gov
cc: llavallee@burlingtonvt.gov

City reserves the right to request backup documentation prior to submission of any invoice to the State of Vermont. Pomerleau will be responsible for the collection of backup documentation from selected contractor and submission to the City.

8. The City, within fifteen (15) business days of receipt of a reimbursement request and/or backup documentation from Pomerleau, will submit a Pay Request under the Grant to the State of Vermont.
9. Within fifteen (15) business days of receipt of payment from VTDEC, the City will submit a complete purchase order to reimburse Pomerleau for grant-eligible construction expenses, up to the total award amount of \$705,504.00 or the total amount in expenses approved by the State of Vermont, whichever is less.
10. The City will not be responsible for payment of any expenses outlined in a submitted invoice rejected by or otherwise deemed ineligible by the State of Vermont for reimbursement under the Grant. The City agrees to make reasonable efforts to work with the State of Vermont and Pomerleau to ensure the

submitted expenses are eligible for reimbursement; however, the Parties agree that final determination of an expenses eligibility shall be with the State of Vermont.

This Agreement shall be effective from the date of signing through June 30, 2026 or through the final disbursement of funds, whichever is later. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein. All modifications or addendums to this Agreement shall not have effect unless they are agreed to by the Parties in writing.

IN WITNESS WHEREOF, the parties hereto execute this instrument, on the _____ day of _____, 2022.

IN THE PRESENCE OF:

CITY OF BURLINGTON, VERMONT
By its DEPARTMENT OF PUBLIC WORKS

Witness

By: _____
Duly Authorized Agent

IN THE PRESENCE OF:

ANTONIO B. POMERLEAU, LLC

Witness

By: _____
Duly Authorized Agent

IN THE PRESENCE OF:

CHAMPLAIN HOUSING TRUST, INC.

Witness

By: _____
Duly Authorized Agent

Board of Finance and City Council Submission Checklist

Department: DPW-Water Resources Division Submitter: James Sherrard
 Authorization to accept ARPA grant funds and Execute the Associated MOU for a
 Title/Subject: Public-Private-Partnership (P3) Stormwater Water Quality Project

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/23/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	5/24/2023	Jordan Redell
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	Yes	5/23/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/23/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/24/2023	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?	No	Submitted to Legal for review and Approval.
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?	N/A	Click or tap here to enter text.



Burlington Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401
(802) 863-4501

MEMORANDUM

TO: Board of Finance/City Council

FROM: Megan Moir and Matt Dow, DPW - Water Resources

DATE: May 30, 2023

CC: Chapin Spencer, DPW Director

RE: Authorization to Execute Contract with Chittenden Solid Waste District for 2024-2028 Wastewater Biosolids disposal

Request:

The Department of Public Works' Water Resources Division (WRD) seeks approval and authorization to execute a 5-year agreement with Chittenden Solid Waste District (CSWD) for biosolids management with the amounts and fee schedule described in the Contract between CSWD and Casella Organics. For FY24 this contract would result in a Biosolids budgeted expense of \$1,260,000.

Background

The City of Burlington wastewater treatment facilities treat wastewater from city residents and businesses. The wastewater treatment process is designed to separate waste from water. During the treatment process, sludge is generated and collected. This sludge is made-up of bacteria, organic and inorganic material. After collection, sludge is dewatered and referred to as biosolids. These biosolids then need to be reused or disposed. Biosolids management makes up the largest non-personnel operational cost of our wastewater budget (\$1,030,000 in FY23).

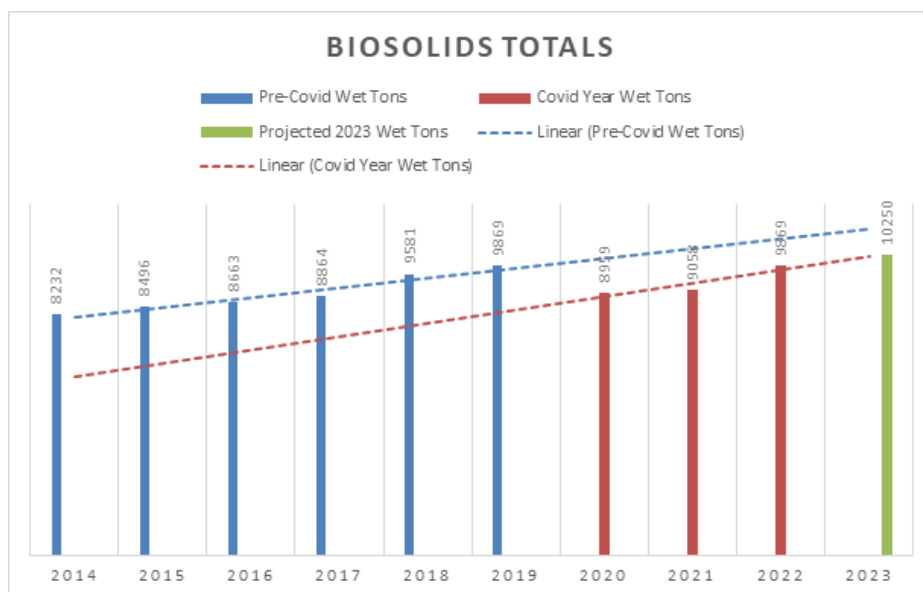
Since 1998, we have participated in CSWD's biosolids management program. The program is made up of five of the eight wastewater plants within Chittenden County which join together to obtain a consolidated biosolids contract which CSWD procures and administers. For almost 20 years through the CSWD partnership, Casella has held the contract. The majority of our biosolids have gone to their reuse facility (Grasslands) in Chateaugay, NY. Some biosolids have been disposed at Casella's landfill (Waste USA) in Coventry, VT. Our participation in the consolidated contract is secured via a participation agreement with CSWD. The last contract was executed in February 1, 2019. It is set to expire in January 31, 2024 if this extension is not approved. CSWD is proposing to extend the contract with Casella (see Section: Procurement by CSWD) based on their competitive pricing.

Burlington has seen sludge production gradually increase year over year (See graph below). While this trend changed during the COVID pandemic when many businesses shut down and/or offices had more staff working remotely, we are seeing a return to pre-covid levels and trends project that sludge production will be at or above 10,000 wet tons for FY23. Four factors have increased sludge generation over the last 9 years:

An Equal Opportunity Employer

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- Increased sludge from other wastewater facilities that are accepted for a fee.¹
- Due to equipment issues, the small scale digesters were shut down at both the East and North Plant. Digestion reduces the amount of solids. However, as part of the City's 2020 Wastewater Upgrade Preliminary Planning effort, it was identified that the facilities were not functioning efficiently due to being undersized and as such, that the needed capital upgrades for the digesters would not have a good return on investment given the on-going operation and maintenance costs.
- The strength of the wastewater (amount of organic matter) coming in has increased leading to more sludge generation. This may decrease with the enhanced industrial pollution prevention program that is currently under development.
- We have actively been trying to remove as much phosphorus as possible from our Wastewater to decrease phosphorus loading to Lake Champlain both to demonstrate our immediate commitment to Lake Champlain as well as to test the feasibility of meeting new permit limits through optimization (operations) vs. adding advanced treatment processes (capital investment).



The expectation is that these increases will start to plateau in the next few years depending on development and commercial use, though some additional sludge production is anticipated from the implementation of Tertiary Phosphorus removal.

This memo requests authorization to enter into a participation agreement for a 5-year contract extension that will start in February of 2024. Under the current proposed contract, the landfill is a more economical solution for biosolids disposal. However, in order to direct biosolids to the landfill, Main Plant will need to invest in expensive odor control technology in order to meet the odor qualifiers of the contract to dispose of biosolids in the landfill (bringing the overall landfill disposal costs close to or equal to disposal at Grasslands). This option and the costs are currently being evaluated to give WRD the flexibility to request that more of our biosolids be directed to the landfill, which, while not environmentally sustainable from a waste perspective,

¹ Note, while some adjustments to that fee (CPI and the direct costs related to CSWD) have been made over the years, the internal costs (labor, chemicals, electricity etc.) recovery factors have not been updated since the 1990s. The cost recovery calculation is being reviewed and will be updated for FY24.

needs to be evaluated as an option given the potential concerns with biosolids disposal (see “Biosolids and PFAS landscape” below). In the meanwhile, we have confirmed that Casella is adding testing protocols so that they can consider this issue as they manage sludge disposal for CSWD. Ultimately, Casella has the right under the contract with CSWD to direct biosolids to the location of their choosing based on their own determinations of environmental risk.

The Biosolids and PFAS landscape

The cost containment challenges related to Biosolids management are many, and have recently grown more complex. As recently as 2017, WRD worked with Burlington Electric and their consultant Corix to evaluate the possibility of installing a digester that would reduce the amount of biosolids, generate biogas that could have been used for energy offsets and create a reusable product. Digestion was determined to be not cost effective due to the poor return on capital investment given the lower disposal rates at the time. Digestion has become even less viable recently for another reason – concern over PFAS chemicals. Unfortunately, across the nation and in Vermont, biosolids have been shown to contain small but measurable amounts of PFAS and other “forever” chemicals due to sources upstream of the wastewater plants (from residential and commercial properties). There is increased scrutiny around PFAS by the Environmental Protection Agency (EPA) as of late 2021 and as such, previous opportunities for beneficial reuse are now greatly limited and are likely to face additional limitations in the near term. Even with landfilling, there are concerns about the PFAS concentrations in landfill leachate (due to all of the waste in the landfill, not just the biosolids), and this presents a significant operational risk to wastewater plants across the region. Communities in adjacent New England states have seen their costs increase over the past year by up to 100% (cost/wet ton has as much as doubled for some contracts) due to regulatory concerns and increased disposal fees associated with PFAS.

There are only a few options available to reduce the biosolids management expense and all would require multi-million dollar capital investment at a time when over \$100 million in investment is needed for the remainder of Burlington’s wastewater treatment processes. These methods focus on further reducing the amount of water in the sludge to decrease the overall volume and weight that has to be trucked. This includes energy intensive processes such as centrifuges and drying technologies. At this time, the capital cost associated with reducing the amount of wet tons are still more costly than continuing to pay the current rates, even with the increase to FY23 pricing we are seeing with the Casella disposal contract. As part of our comprehensive Wastewater Upgrade planning we are exploring other options with the goal of stabilizing our overall costs to protect rate payers.

Procurement by CSWD for the Proposed 2024-2028 Agreement

The partnership with CSWD has them managing the disposal contract with Casella Organics, and managing the disposal of biosolids from municipalities as participants within the contract. Operations managers and superintendents participating in the CSWD biosolids program typically work together with CSWD through the RFP process to find the best available management contractor. In the current contract, Casella has a clause to open the contract for an extension during the final contract year. CSWD engaged Casella to see what the offer was as the market for biosolids disposal has sky rocketed in the last few years due to fear and legislation pertaining to PFAS. The prices Casella offered were lower than the typical market rates that have been seen in the New England area, even with the increase over FY23 rates for landfilling. Due to the volatility in the market, and the lack of reasonable competition, CSWD and all other managing partners are supporting the extension of the current contract. Burlington and CSWD contacted the other two local contractors that can handle biosolids to vet the Casella

proposal. We wanted to confirm that those contractors would not be able to compete with this pricing. Resource Management, Inc. stated they would be over thirty percent higher in cost, if not more. Englobe, a contractor in Quebec, stated their costs would be similar to RMI, but also indicated that the Quebec Ministry of the Environment currently put a moratorium on importing biosolids from the United States until they could do additional research on the PFAS issue. We have included the memo from the CSWD Biosolids Manager to the CSWD Board of Commissioners which outlines this context.

Costs and Funding

Below is a history of the costs over the last 5 years and the proposed future costs. The price per wet ton is made up of Casella's base rate, the CSWD management fee, and an allowance for a fuel surcharge. CSWD's management fee can fluctuate based on operating conditions and the fuel surcharge fee fluctuates based on fuel pricing. As such, a range is shown for some time periods below. Each year the base disposal contract with Casella will increase in July based on the consumer price index (CPI).

CSWD Biosolids Disposal Pricing		
	price/wet ton	
Fiscal Year	Waste USA (Landfill)	Grasslands
FY20	\$ 86.41	\$ 95.56
FY21	\$ 86.72	\$ 96.18
FY22	\$ 89.39	\$ 99.48
FY23	\$ 93.97	\$ 105.14
Estimated July 1 2023 – February 1 2024 (5.5% increase assumed on base disposal fee)	\$ 95.50	\$ 107.00
1st Feb 2024-June 30, 2024*	\$ 110 - 120	\$ 120 - 130
FY25 (5 % increase)*, with range for CSWD fees and fuel surcharge)	\$ 115.50 - 126	\$ 126 - 136.50

*(range reflects CSWD fees and fuel surcharge)

Biosolid expense is built into every Wastewater annual operating and maintenance budget which is funded by the City's wastewater ratepayers. The approved FY23 budget for biosolids management is \$1,030,000. Projected expenses for FY24 including an increase in projected wet tons and the new contract pricing are \$1,260,000. This has been included in the proposed FY24 budget. This is one of several major operational rate pressures for FY24. Given biosolids management is a necessary part of the wastewater process and one with a large and growing financial burden, we will continue to actively vet new technologies and cost containment strategies moving forward.

Motion for the Board of Finance

To approve and recommend that the City Council approve the participation agreement and authorize Chapin Spencer, DPW Director, to execute a contract with CSWD for sludge disposal with the amounts and fee schedule described in the Contract between CSWD and Casella Organics, subject to the prior review and approval of the City Attorney's office.

Motion for the City Council

To approve the participation agreement and authorize Chapin Spencer, DPW Director, to execute a contract with CSWD for sludge disposal with the amounts and fee schedule described in the Contract between CSWD and Casella Organics, subject to the prior review and approval of the City Attorney's office.

Thank you for your consideration of these requests.

ATTACHMENTS

- CSWD memo
- 2019 Participation Agreement with CSWD

MEMORANDUM

To: CSWD Biosolids Program Participating Community Members
From: Josh Tyler, Director of Operations
Re: CSWD Residuals Management Service Agreement Extension Information
Date: April 10, 2023

For those Chittenden County member towns participating in the Chittenden Solid Waste District (CSWD or District) Biosolids Program the following memorandum is being provided as information regarding extending the existing Residuals Management Service Agreement (RMSA) with Casella Organics (Casella). The current RMSA term is five years and expires January 31, 2024. CSWD contacted member wastewater treatment plant (WWTP) operators and superintendents in December 2022 to discuss RMSA Item:

7.0 Term, Termination & Survival, 7.1 Term requirement that states "At the conclusion of the Initial Term, the term shall be automatically extended for additional five (5) year term, unless either party provides written notice of non-extension to the other party by personal delivery, express mail or certified or registered mail. Return receipt requested, at least twelve (12) months prior to the expiration of the Initial Term or any subsequent extension Term".

Upon initial discussion it was determined that the automatic renewal extension be moved from twelve months to approximately six (6) months so that adequate discussion and research can be performed to evaluate if an extension of the existing RMSA was favorable to participating member communities.

CSWD met with Casella Organics February 15th, 2023, to discuss the terms and pricing structure of a potential RMSA extension. Currently, participating members pay a per ton rate of approximately \$94.00 to \$105.00 for residuals management, which includes the cost of CSWD to manage the program, a transportation fuel adjustor, Vermont landfill franchise tax (if applicable) and tipping fee. Residuals are managed at either the Casella Waste USA Landfill located in Coventry, Vermont, or the Grasslands Manufacturing Facility located in Chateaugay, New York. The proposed Casella agreement extension, provided as Attachment 1, sets the tipping fee for residual management between \$110.00 - \$120.00 per ton which equates to an estimated \$120.00 - \$130.00 when accounting for all costs. The existing RMSA also contains language regarding a annual Consumer Pricing Index (CPI) rate increase that will be executed July first of each term year.

CSWD reached out to two other regional residuals management providers, Resource Management Incorporated (RMI), located in New Hampshire and Englobe, located in Sherbrooke, Quebec. In conversation regarding estimated residuals management pricing, RMI, indicated they could provide service in a range from \$175.00 to \$225.00 per ton. Englobe estimated that pricing would be similar to RMI's range but also has indicated that the Quebec Ministry of the Environment has established a moratorium on bringing residuals in from the United States. The residuals moratorium adds significant risk to efficient and effective management

and is a substantial concern to the District. Further research indicates that New England Regional costs range between \$160.00 and \$260.00 per ton. Table 1 represents the estimated per ton costs options for residuals management.

Table 1: Chittenden Solid Waste District Residual Management Options		
Estimated Residuals Management Costs	per ton cost range	
Current Cost 3.27.23	\$ 94.00	\$ 105.00
Cost at end of existing term 2.1.24	\$ 100.00	\$ 110.00
Cost of Casella 5-year extension	\$ 120.00	\$ 130.00
Cost of other regional management	\$ 175.00	\$ 225.00
Regional costs around New England	\$ 160.00	\$ 260.00

All language in the existing RMSA will be carried forward with an extension. Casella has also indicated that existing RMSA language will include the following additions, if a five-year extension is executed:

1. The following language will be included in Section 1.3, the “Weekly Residuals Removal Schedule”
 - a. Customer will prepare weekly load forecast/Schedule utilizing “Formstack”, Casella’s Cloud based scheduling tool, or alternative, to request quantity of loads the customer will generate from each facility.
 - b. All proposed changes to the Schedule will be made by the Customer directly to the Contractor, and not to Contractor’s subcontract transporter (if any).
2. The highlighted language will be added to the first sentence of Section 3.1 in the RMSA concerning the “Quality Standard”.

“Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws and regulations, including but not limited to, state laws and regulations, and any such Residuals classified as such shall be deemed “Non-Conforming Waste”.

It is also important to note that both New York and Vermont are in the process of setting standards for PFOS/PFOA in residuals and that Casella Organics will need to receive analytical testing data at a frequency adequate to meet state requirements. Casella will provide guidance as more information is made available.

Residual management though out New England has seen a significant increase in cost which are predominantly based on new regional regulations. Through communication with participating member operators and superintendents, regional research, and internal analysis the District recommends extending the existing RMSA with Casella Organics for another five-year term starting February 2024 through February 2029.

Regards,

Josh Tyler
CSWD Director of Operations

Attachment 1



February 24, 2023

Sara Reeves
Executive Director
Chittenden Solid Waste District
1021 Redmond Rd.
Williston, VT. 05495

RE: RESIDUALS MANAGEMENT SERVICE AGREEMENT 5 RENEWAL PROPOSED PRICING

Dear Ms. Reeves:

Casella has been privileged to serve the CSWD in the ongoing management of biosolids from the District's treatment plants. To continue to provide the level of service the County has enjoyed for an additional 5-year term (2024-2029). Casella proposes the following pricing structure for biosolids management options within the terms of the existing agreement.

	<u>Current Rate</u>	<u>Proposed Rate Beginning 2024'</u>
Burlington Main to Grasslands	\$96.85	\$120.00
CSWD Sludges to Grasslands	\$87.97	\$114.00
CSWD Sludges to Landfill	\$80.37	\$110.00

These proposed price increases will take affect the beginning of the 5-year renewal term beginning in February of 2024 and will be followed by the typical contemplated CPI in July of 2024.

The proposed increase represents current market conditions whereby transportation and processing expenses along with, capacity constraint for biosolids management in the Northeastern US, have driven pricing above typical inflationary rates.

It is notable that the "Current Rate" for biosolids management (as outlined above) will be CPI'd in July of 2023 and will put the "Current Rate" closer to the newly proposed rate.

In addition, Casella proposes to review the current terms of the Agreement with our Legal Department and potentially provide an addendum to the existing Agreement to ensure that this contract is in-line with Casella's current legal policies.

Casella thanks CSWD for the opportunity to provide this proposal and are hopeful the district finds this proposed pricing structure amenable and fair and Casella can continue to provide exceptional service to the District's treatment plants.

Sincerely,

Jeremy Tensen
Strategic Account Manager

RESIDUALS MANAGEMENT SERVICE AGREEMENT

This Agreement is made by and between New England Waste Services of ME, Inc., (d/b/a Casella Organics) and a wholly owned subsidiary of Casella Waste Systems, Inc. ("Contractor") with an office at 110 Main St, Suite 1308, Saco, ME 04072, and Chittenden Solid Waste District, a union municipal district formed under the laws of the State of Vermont ("Customer") with an office at 1021 Redmond Road, Williston, Vermont 05495.

RECITALS

WHEREAS, Customer's member municipalities operate the WRRFs, and, as a residual by-product thereof, such WRRFs generate approximately 13,000 wet tons per year combined of Residuals; and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the removal and disposition, and, to the extent provided herein, beneficial reuse, of said Residuals on the terms and conditions set forth herein and known as the "Agreement".

NOW, THEREFORE, for good and valuable consideration, the undersigned parties hereby agree as follows:

DEFINITIONS

Each of the capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the respective meanings as follows:

Class A

Biosolids: The dewatered Residuals produced by District member WRRF's that (1) meet United States Environmental Protection Agency Chapter 503 A and Exceptional Quality Standards, (2) meet all of the regulatory requirements for general distribution (unfettered by regulatory burden such as requirements for site-by-site usage permits) as a soil product within the state of Vermont, (3) do not generate nuisance odors, (4) meet all requirements for land application in Vermont, (5) meet all the conditions provided by Vermont DEC in the Solid Waste Management Facility Certification ("SWMFC") (6) are considered an agricultural amendment and do not require an improved surface for on-farm storage or have storage time limitations, (7) have an N-P-K nutrient value of approximately 7-3-0 (within a variance of 25% +/- from such values), and (8) are spreadable with conventional farm equipment and do not require specialized spreaders.

Containers The 40-60 cubic yard capacity trailers provided by the Contractor and utilized in the removal of the Residuals.

Contractor: New England Waste Services of ME, Inc., (d/b/a Casella Organics)
110 Main Street, Suite 1308
Saco, ME 04072

Customer: Chittenden Solid Waste District
1021 Redmond Road
Williston, VT 05495

Facility: The facility referred to in this Agreement is the Waste USA Landfill owned by New England Waste Services of Vermont, Inc., a wholly owned subsidiary of Casella Waste Systems, Inc., and located in Coventry Vermont.

Grasslands: The Grasslands Manufacturing Facility (Grasslands) is the facility licensed to recycle biosolids using alkaline lime stabilization and/or composting to create Class A biosolids products owned and operated by the Contractor and located in Chateaugay, NY.

Nuisance Odors: Any malodor emitted by the Residuals which (i) is the subject of a complaint or notice by state or local regulatory agencies having jurisdiction over the Facility and/or Grasslands, and (ii) could reasonably jeopardize the Contractor's ability to obtain or maintain permits and operations at the Facility or Grasslands. Nuisance Odors will be assessed at the Facility or Grasslands.

In the event of missed or delays in scheduled container removals, or any material delay in Contractor's transportation of such Residuals from a WRRF to the Facility or Grasslands, any odors generated due to the container not being removed will be the responsibility of the Contractor and shall not constitute Nuisance Odors.

Residuals: The materials referenced in this Agreement are dewatered wastewater sludge, generated at the WRRFs.

Sites: Locations where Contractor provides the service of land application of Class A biosolids from the Customer.

WRRF: The WRRF's referred to in this Agreement are the Water Resource Recovery Facilities that are owned and operated by member municipalities within the Chittenden Solid Waste District, as follows: Burlington Main, Milton, Richmond, Essex Junction and Shelburne.

1. SERVICE

1.1. General. Contractor will collect at the WRRFs and transport and manage Residuals at the Facility, at Grasslands or at the Sites according to a schedule as set forth in Section 1.3 (the "Schedule").

1.1.1. Disposal. At the direction of Customer, Contractor will dispose of Residuals at the Facility that are not marketed as Class A Biosolids as identified in Exhibit A. Contractor will use reasonable business efforts to deliver Containers of residuals to the Facility the same day it is removed from the WRRF.

1.1.2. Recycling at Grasslands. At the direction of Customer, Contractor will recycle Residuals at Grasslands as identified on Exhibit A. Contractor shall be responsible for marketing product from Grasslands at its own expense. Contractor will use reasonable business efforts to deliver Containers of residuals to Grasslands the same day it is removed from the WRRF. Contractor reserves the right to divert no more than 20% of the Residuals directed to Grasslands, as per Exhibit A, to the Facility (at the Disposal rate) as necessary to meet Contractor's operational restrictions.

1.1.3. Class A Biosolids Marketing. Class A Biosolids shall be made available to the Contractor for distribution, marketing and sale. The Contractor agrees to: (a) use its best efforts to develop a diverse customer base as needed to meet the needs of the WRRF, in connection with the sale of Class A Biosolids; (b) ensure that customers are ready to receive the Class A Biosolids as they are produced; (c) determine appropriate product application rates for each customer; (d) ensure proper application setbacks and other site restrictions as may be needed in connection with Class A Biosolids; (e) provide agricultural sales specialists to increase the market value for the Class A Biosolids; (f) attend appropriate trade shows to promote and market the Class A Biosolids; and (g) use its best efforts to increase the price at which it is able to sell Class A Biosolids.

Class A material that leaves the WRRF as certified Class A will be assessed the Class A base rate regardless of the final destination. Any Residuals produced at any WRRF that are not Class A Biosolids, shall be treated in the same manner as, any other non-Class A Residuals under this Agreement.

1.1.4. The Customer shall be allowed to accept material from outside WRRF's provided it is processed at the WRRF and included in the representative sampling according to Section 6.1.

1.1.5. Other Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals at the Landfill Disposal Rate pursuant to Article 2.1, for purposes and in a manner other than those specified above. Further, Contractor intends to research and evaluate alternative recycling and/or beneficial uses for Residuals and will propose to Customer those utilization options that receive Contractor's favorable evaluation and meet Contractor's cost structure. Any alternative recycling or beneficial reuse shall be subject to prior approval by the Customer.

- 1.1.6. Grit Removal. Customer may add grit into the Container, and such grit will be managed as a Residual. In no event shall Customer add grit to containers directed to Grasslands or comingle grit with Class A biosolids. If grit is to be transported in a separate roll-off container and not as part of the Residuals, Customer and Contractor will negotiate price in good faith for removal, transportation, and disposal.

1.2 Annual Residuals Removal Schedule. The annual distribution of material to Disposal and/or Recycling of Residuals from each WRRF may be updated annually by the Customer according to Exhibit A. Exhibit A may be modified to meet service requests of the Customer with mutual agreement of such modifications on an annual basis. Customer will notify Contractor of the distribution for the following calendar year by September 1 of each year, which shall then be implemented as soon as practicable but no later than January 1 of each such year. Contractor will make reasonable business efforts to accommodate Customer's request for modifications to the Schedule at other times of the year if possible

1.3 Weekly Residuals Removal Schedule. The Schedule for removal of Residuals shall be prepared by Customer weekly, based upon the WRRFs' dewatering or operating schedules and Contractor's reasonable service capabilities, and approved by the Contractor and mutually agreed each Thursday for the following week, provided that Customer will provide five (5) business days' notice for removal of Residuals from the Essex Junction WRRF. Customer will apply good faith efforts to accurately prepare the Schedule. In the event of an unanticipated change in the WRRFs' dewatering or operating schedules, Contractor will use reasonable business efforts to accommodate any Customer requested Schedule modifications to meet the dewatering or operating schedules of the WRRFs upon 48 hours' notice or as much notice as possible given reasonable business efforts. The Contractor will in good faith meet the requirements of the mutually agreed Schedule. Contractor will endeavor to give as much notice as possible in the event the Contractor cannot meet the Schedule. Contractor will provide a date and time for a follow up container removal which will be in no less than 24 hours of the scheduled removal. Contractor will remove filled containers from the sludge bays or other mutually agreed upon locations at the WRRFs pursuant to the Schedule. Unless otherwise mutually agreed, service is provided during regular business hours 6AM-3PM Monday – Friday, exclusive of holidays.

1.4 The Containers. Contractor will utilize 40-60 cubic yard capacity dump trailers. Contractor will provide at least one Container available for loading at each WRRF at all times. When delivered, Containers will be free from water and debris, and in good working condition and in compliance with all applicable laws and regulations. In the event of an operational issue, alternate size containers may be used during such an operational event but not for more than 30 continuous days. Contractor shall use best efforts to correct any such operational issues so as to provide appropriate containers.

Any Container staging at any facility will need to be approved by the WRRF operator where the staging is to take place.

Containers at any WRRF generating Class A biosolids will be washed prior to delivery according to guidelines set forth in Exhibit B.

The Contractor warrants and represents that it has the Containers and other equipment and employee resources required to perform this Agreement, and that such Containers and equipment shall at all times relevant to the performance of services hereunder be maintained in a good and safe condition and fit for the use as required.

1.5 Loading and Minimum Load. Customer will load Contractor's Containers evenly, to the level specified by Contractor. All Container loads for all WRRFs will be filled to a minimum of 27 tons per load, except the Shelburne WRRF which will be filled to a minimum of 23 tons per load (collectively, the "Minimum Load"). At the discretion of the Contractor, the Minimum Load quantities will be reduced to accommodate Contractor's operating requirements. Customer is responsible for not exceeding the maximum legal loads limits as identified by the Contractor. Contractor will provide notice to the Customer within 48 hours for all loads that fail to meet the Minimum Load, or that exceed the Maximum legal load size. After Contractor removes a loaded Container from a WRRF, the Contractor will position a replacement Container in the manner and at the location specified by the Customer. The determination of Minimum Loads shall be determined based upon the average load weights for each individual WRRFs over the month.

1.6 Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation and disposition of all Residuals, and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will provide, upon request, to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer and the respective WRRFs will provide Contractor with information about the production and/or waste treatment process generating the Residuals, the Residuals themselves, and the WRRF's operations, and Customer or WRRF personnel will execute permit applications and other certifications, all as may be reasonably necessary for Contractor to manage the Residuals as contemplated herein. At a minimum, permits, certifications and approvals will be updated or renewed annually.

The Contractor shall provide the Customer all such information and reports not later than 5 days after the close of the month.

The Contractor is solely responsible for assuring that all transportation activities required under this Contract are performed by the Contractor or the Contractor's subcontractor in compliance with all applicable federal, state and local environmental and public health laws, codes or regulations. The Contractor is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the Residuals.

The Customer and the Contractor agree that the Customer shall have no responsibility for any transportation or hauling activities related to the Residuals. The Contractor shall furnish as part of this Agreement sufficient trucks and/or trailers to handle the expected

quantities of Residuals. The Contractor shall be responsible for routine maintenance of these trucks and/or trailers. The Customer shall have the right to have a professional consultant or advisor inspect the Containers, the trucks, and/or trailers at any time, and, based upon such professional consultant's advice, the Customer may reject the use of the Containers, trucks, and/or trailers if the Customer determines the Containers, trucks, and/or trailers are not capable of safely and/or reliably performing the duties of Contractor under this Agreement.

Contractor shall operate, or cause to be operated, Grasslands and the Facility in accordance with all applicable laws, rules and regulations and in compliance with all permits issued for Grasslands and the Facility by any governmental authority with jurisdiction over Grasslands or the Facility. The Contractor shall obtain and maintain sufficient contracts for disposal of all Residuals at the Facility to accommodate all the Residuals generated at the WRRFs during the term of the Agreement.

1.7 Removal during Winter Conditions. During winter conditions, Containers scheduled to go to the Landfill, will be lined with plastic to prevent Residuals freezing to the Container. Non-stick coating will be applied to Containers Scheduled for Grasslands. Non-stick coating will be supplied and applied by Contractor at Contractor's expense to containers going to Grasslands. Contractor will use reasonable operational efforts to remove frozen Residuals.

2. PRICE & TERMS

2.1. Rates.

2.1.1. Base Rates. Customer will compensate Contractor per wet ton of Residuals removed and managed as follows:

Burlington Main: Landfill Disposal Rate at Waste USA	\$72.49
Burlington Main: Recycling Rate at Grasslands	\$87.35
Milton: Landfill Disposal Rate at Waste USA	\$72.49
Milton: Recycling Rate at Grasslands	\$79.35
Richmond: Landfill Disposal Rate at Waste USA	\$72.49
Richmond: Recycling Rate at Grasslands	\$79.35
Shelburne: Landfill Disposal Rate at Waste USA	\$72.49
Shelburne: Recycling Rate at Grasslands	\$79.35
Essex Junction: Landfill Disposal Rate at Waste USA	\$72.49
Essex Junction: Recycling Rate at Grasslands	\$79.35
Class A Product Distribution	\$27.00

If other WRRFs begin to produce Class A Biosolids, the rate for such Class A Biosolids will be the Class A Product Distribution Rate.

The Contractor shall pay the Customer fifty percent (50%) of all revenue generated from the sale of Class A Biosolids.

2.1.2. Demurrage. Loading and departure times of greater than sixty (60) minutes at a WRRF, when Contractor does not cause such delays, shall be billed to Customer at ninety-five dollars (\$95.00) per hour. In the event that Customer has no Container loaded and ready for removal according to the Schedule and cancels the pick-up upon Contractor's arrival at the WRRF, a minimum four (4) hour demurrage charge will be applied. Demurrage will not be assessed to a WRRF in the event the Contractor arrives to WRRF facility before or after regular business hours.

2.1.3. Applicable Taxes. All Rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Customer is solely responsible for payment of all applicable taxes directly charged to Contractor for disposal or recycling of Residuals. Contractor represents that, to Contractor's actual knowledge, as of this date, there are no such taxes that would be due from the Customer under this Agreement, except the Vermont State Landfill (Franchise) Tax. Customer shall not be liable for any taxes on account of, or measured by, income of the Contractor or its affiliates or taxes associated with its employees or any subcontractors performing services under this Agreement or taxes arising from or related to Environmental Credits.

2.2. Minimum Load.

A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, on a monthly average basis for each WRRF. The penalty will not apply in the event Contractor removes the Container prior to Scheduled pick-up time.

Minimum Load calculation shall be as follows: actual number of loads per month – the theoretical number of loads per month X base rate of disposition. Theoretical number of loads = total tons removed per month ÷ 27 tons (or 23 tons regarding Shelburne).

Monthly charges for Minimum Loads will not be applied to containers returned to a WRRF containing frozen Residuals.

2.3. Payment Terms & Credit Approval. Contractor's payment terms are Net thirty (30) days. Customer agrees to make payment at the office of Contractor specified on the invoice within thirty (30) days after the date of Contractor's invoice, and receipt of the back-up and supporting data. In the event Contractor has not received payment within thirty (30) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less. The parties agree that Contractor shall have the right to withhold, offset, recoup or debit any amounts owed (or become due and owing) to Contractor or any of its affiliates by Customer, whether under this Agreement or otherwise. The Contractor will provide a

monthly invoice to the Customer, with supporting data in an Excel spreadsheet format, no later than the 15th of the month. In the event the invoice is received after the 15th, the invoice contains errors not accurate to the months billing weights or pricing structure the Customer will be afforded 45 days for billing. No late fees shall be due in the event that the Customer, in good faith, disputes any charge and provides notice to the Contractor of such disputed charge.

2.4. Inflation Correction.

Contractor will increase all Rates hereunder annually (excluding any rates for transportation or fuel), on July 1st of each contract year at a rate equal to the most recent annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items, "Northeast Urban Size B/C – All Items Less Energy", as published by the United States Department of Labor, Bureau of Labor Statistics, or a successor index, for the period between June 1st of the prior year to May 31st of the current year. The calculation shall be as follows:

Example Annual CPI adjustment FY2018

$$\{[(\text{average monthly series June 1}^{\text{st}} \text{ to May 31}^{\text{st}} \text{ FY2017; CPI-U}^*) - (\text{average monthly series June 1}^{\text{st}} \text{ to May 31}^{\text{st}} \text{ FY2018; CPI-U}^*)] / (\text{average monthly series June 1}^{\text{st}} \text{ to May 31}^{\text{st}} \text{ FY2017; CPI-U}^*)\} \times 100$$

*CPI-U as defined by the the above paragraph

2.5. Fuel Adjustor. Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$3.26 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices all types index for New England PADD 1A (the "Index") or a successor index. Each month the Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history".

The Fuel Adjustor will be made according to the following formula:

$$([(Service\ Month\ Index\ Price / Floor\ Price) \times 7.0\% \times (Base\ Rate\ per\ ton)] - [7.0\% \times Base\ Rate\ per\ ton]) = Fuel\ Adjustor, per\ ton.$$

The following example is provided for clarification and reference purposes only:

Example:

Service Month Index	=	\$3.500
Floor Price	=	\$3.260
Base Rate per ton	=	\$72.49
$[(\$3.500/3.260) \times 7\% \times \$72.49] - (7\% \times \$72.49) = \0.37 per ton		

2.6. Extraordinary Rate Adjustments.

2.6.1. Allowable Adjustments. Contractor may make the following adjustments (hereinafter "Rate Adjustments") to partially or fully cover increases in costs of Contractor's provision of services arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals including Residuals with Nuisance Odors, (ii) material changes in Quantities as determined pursuant to Article 5 of this Agreement, (iii) material changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, excluding any changes in tax laws related to Contractor's business, (iv) revocation, suspension, denial or modification of any permit, license or approval that is not the cause of Contractor's actions or negligence. All such Rate Adjustments in this Article 2.6.1 are subject to Customer's approval.

2.6.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written Notice per 13.1 mail of any such Rate Adjustments and the effective date thereof, together with reasonable justification therefore. If Customer does not reject such Rate Adjustment in writing within thirty (30) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment, provided, however, the notice of such Rate Adjustment shall expressly state that it is subject to acceptance unless rejected within thirty (30) days). If Customer rejects such Rate Adjustment, Contractor shall have the right to terminate this Agreement upon seven (7) days written notice, provided that Customer shall not have the right to reject the Inflation or Fuel Correction described above in Article 2.4 and 2.5. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the Contractor's adjusted rate for up to six (6) months after Contractor's notice of the Rate Adjustment; provided, Customer notifies Contractor in writing no more than fifteen days (15) after receiving Contractor's notice of the effective termination date, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

2.7. Measurement & Reports. Contractor will weigh all Residuals on a certified scale at the Contractor's Facility, Grasslands, the WRRF or other suitable location, and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing for Residuals managed under this Agreement. Contractor will provide Customer with a scale report or shipping report monthly via e-mail, regular mail or overnight delivery, subject to section 1.6. The scale report shall include a complete listing of the data on all the individual scale/shipping records. Prior to removing Containers or trailers loaded with Residuals from Customer's WRRF, representatives of both Customer and Contractor will sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, Contractor will complete manifest at time of pick-up and both Contractor and Customer will sign the manifest if the Customer is available. If a representative of the Customer is not available at the time of service, the Shipping Record signed solely by the Contractor will be used to verify the information about the load. If certified scales are temporarily not available, the minimum load weight will be assessed.

2.8. Payment from Operating Revenues. Notwithstanding anything in this Agreement to the contrary, the payment of amounts due the Contractor under this Agreement are to be paid out of the ordinary annual income and revenues of the Customer. The Customer shall establish rates and charges to the owners and operators of the WRRFs sufficient in time and amount to meet such obligations hereunder and use diligent efforts to collect such amounts. The Customer represents that it expects to receive sufficient annual income and revenues from the owners and operators of the Plants so as to be able to meet such expected payment obligations to the Contractor. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Customer for such obligations within the meaning of any constitutional or statutory limitation which proscribes such obligation or indebtedness. Contractor may suspend services hereunder upon thirty (30) days written notice to Customer if Customer fails to reasonably demonstrate within such thirty (30) day period that Customer has or will have sufficient income and revenues set forth above to pay amounts that will be due to Contractor for performance of services during the ensuing six month period. Nothing in this Article shall prevent Contractor from exercising the rights to terminate this Agreement or suspend services for Customer's failure to pay Contractor as elsewhere provided in this Agreement.

3. RESIDUALS QUALITY & QUALITY STANDARD

3.1. Quality Standard. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement. Customer will provide Residuals that are not frozen. Customer will provide Residuals that are free of any trash, hazardous waste or other debris. The Residuals will have no free liquid, be free from Nuisance Odors, have a minimum total solids concentration of greater than fifteen percent (15%) and less than thirty-five (35%) and pass a paint filter test. Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All materials generated at the WRRF that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-

Conforming Waste in its sole discretion. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. Contractor shall have the right of first refusal to match any price to transport, process, recycle and/or dispose of Non-Conforming Waste. If required under applicable law, Customer shall provide Contractor with a Safety Data Sheet (SDS) referencing any Residuals, and Contractor will assist Customer in preparation of such SDS; provided, however that the Customer will not be obligated to perform any laboratory analysis other than that set forth in Exhibit C if needed in order to prepare an SDS.

3.2. Odor Control. Customer is responsible for providing Residuals that are free from Nuisance Odors. Residuals that cause Nuisance Odors at the Facility, Grasslands or Sites are Non-Conforming Waste per Section 3.1. Customer will actively manage the WRRFs and the Residuals to ensure that malodors will be mitigated such that Contractor can perform the services contemplated in this Agreement. If Contractor identifies any malodors of Residuals at a WRRF, it shall provide the Customer with written notice so as to allow the Customer a reasonable opportunity to implement corrective measures to reduce malodors so that such malodors do not give rise to Nuisance Odors. If, despite such efforts, the Contractor notifies the Customer that Nuisance Odors are present from Residuals collected from the WRRFs, the Customer shall have the right, at its option, to remove the particular WRRF and Residuals from the WRRF from being managed under this Agreement. If the Customer exercises its right to remove those Residuals from the WRRF that created Nuisance Odors from being managed under this Agreement, such removal shall not be a material reduction and shall not be a material change under this Agreement.

3.3. Timely Odor Notification. Customer is responsible for prompt notification to Contractor (within two (2) business days), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general quantity of odor observed in the Residuals.

3.4. Changes in Quality. Customer will use reasonable efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the WRRF that could materially affect the quality of the Residuals. Any material change in the composition of the Residuals to be generated may, in the discretion of Contractor, be considered a material change and, Contractor may seek a Rate Adjustment pursuant to Section 2.6.

4. TITLE

4.1. Title to Residuals shall pass to the Contractor upon the removal of the Containers by the Contractor or its subcontractors remove Residuals from the WRRFs. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer. The provisions of this Section shall survive the termination of this Agreement without regard for the reason for termination.

4.2. In the event that any of the services performed by the Contractor further governmental and/or non-governmental environmental policy such that offsets, credits, tax effects and the like (hereinafter "Environmental Credits") are applicable to, or may result from, the performance of this Agreement, Contractor retains the right, title and benefit to such Environmental Credits, and Customer will cooperate with Contractor, at Contractor's

sole costs and expense, in providing documentation as may be reasonably necessary to obtain such Environmental Credits. In the event that Environmental Credits are generated from the facility operations, or processing at a WRRF, prior to Contractor taking title to Residuals, then the Environmental Credit shall remain with the municipality operating such WRRF.

5. QUANTITIES

5.1. Customer is not obligated to provide a minimum quantity of Residuals to Contractor. However, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the WRRFs, exclusive of Class B Residuals generated at the Essex WRRF which are applied to farm land. Should the quantities vary by more than 20% of the quantities specified in the Recitals, this may be considered a material change and pursuant to Section 2.6, the Contractor may seek a Rate Adjustment. Removal of any Residuals under this Agreement as the result of such Residuals being determined to create Nuisance Odors shall not be counted when determining whether there has been a variance in quantities being managed under this Agreement.

6. RESIDUALS ANALYSES

6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by applicable laws and regulations for the uses contemplated in this Agreement, including those required by the Facility, Grasslands and WRRFs' permits. Customer is responsible for collecting a sample that is representative of all Residuals produced at or received at the WRRF. Failure by the Customer to provide analysis may cause interruptions in service. Contractor and Customer will promptly provide to each other all laboratory analyses and information which they obtain about the Residuals and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement. Contractor will provide Customer with thirty (30) days written notice of when laboratory analysis of Residuals is needed to maintain compliance with all applicable laws and regulations for the uses contemplated in this Agreement. If Customer does not provide the analysis by the notice date, Contractor shall have the right to collect a sample of the Residuals for analysis, test it, and charge the Customer for the expense on a cost plus 15% basis.

Contractor will provide a schedule of all permit analyses requirements (Exhibit C) for each WRRF to maintain approval into the Facility and Grasslands. In the event of a change in permit or approval requirements, Contractor will provide Customer as much notice of the changes as possible. Changes to Exhibit C will be made if additional requirements are added due to changes in acceptance criteria at the Facility or Grasslands.

7. TERM, TERMINATION & SURVIVAL

7.1. Term. This Agreement shall be effective on February 1, 2019 (the "Effective Date"). The Initial Term of this Agreement shall be five (5) years, ending on January 31, 2024. At the conclusion of the Initial Term, the term shall be automatically extended for additional five (5) year terms, unless either party provides written notice of

non-extension to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least twelve (12) months prior to the expiration of the Initial Term or any subsequent extension term.

7.2. Termination. Termination shall be permitted (i) as provided in Article 2.6.2; (ii) immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be materially untrue; and (iii) for Breach, as provided for in Section 7.6 at any time by both parties upon mutual written agreement.

7.3. Possibility of the Right of First Refusal for New Technology. During the term of this Agreement, the Customer may decide to design, build, own, and operate new technologies and/or equipment, including but not limited to anaerobic digestion systems, gasification facility or a composting facility, for the management of its wastewater and/or Residuals (the "Work"). Customer may elect to design, build and/or operate such equipment or technologies on its own, or to pay a third party to do so. In the event that the Customer makes such a decision to conduct the Work, then Customer may: (i) provide Contractor with accurate information regarding Customer's schedule to start-up operations of such new technology and/or equipment and, (ii) if the Customer decides to have the new technologies and systems operated by a third party, then, at the same time, Customer may offer to Contractor the right of first refusal to operate according to Customer's terms and/or according to the same pricing, terms and conditions as those offered by a third party and acceptable to the Customer; provided, however, that the Customer shall not be obligated to enter into any contract with the Contractor if the Customer determines that (i) the Contractor does not have the experience, financial capability, or qualifications to operate such new technologies and equipment, or (ii) that the design and/or operation is proprietary and the facilities can only be operated by those who have sufficient licenses and rights to use such technology, or (ii) the operation of such technology is a component of a larger project for managing solid waste and the Customer has determined to utilize the services of a third party for such project. If Contractor declines to accept the rights of first refusal described above within ninety (90) days of the offer, then Customer may terminate this Agreement upon at least two (2) years and six (6) months written notice. It shall not be considered new technology and Work for purposes of this Agreement if the Customer merely implements improvements to its existing facilities to reduce the water content or quantity of Residuals, if such Residuals are managed in the same manner as of the effective date of this Agreement.

7.4. Termination for Bankruptcy. Either party may terminate this Agreement by giving written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it (and not stayed within 90 days).

7.5. Termination for Proposed Rate Adjustment. If Contractor increases the rates hereunder pursuant to Subsection 2.6, and Customer rejects such rate increase pursuant thereto, Contractor may terminate this Agreement at any time thereafter effective upon thirty (30) days written notice from the date of such rejection. However, if Contractor so terminates this Agreement, then Customer may extend the Agreement at the increased rate as set forth in Section 2.6.

7.6. Breach and Nonpayment. Either party may cancel or terminate this Agreement ("terminating party") as a result of the other party's failure to substantially perform its obligations hereunder ("breaching party") provided that such failure continues for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing; provided, however, that where such failure does not involve payment of money and cannot reasonably be cured within such thirty (30) day period, the terminating party may not cancel or terminate this Agreement if the breaching party cures such failure within such thirty (30) day period, or within a mutually agreeable time period thereafter. In the case of three (3) repeated deliveries of Non-Conforming Waste by the same WRRF to Contractor in a six (6) month period, Contractor may terminate service to that WRRF with thirty (30) days written notice to Customer. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services until all past due amounts are paid.

8. INSURANCE; GUARANTY

8.1. Contractor and Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile and general liability insurance including bodily injury, property damage, environmental impairment liability and contractual liability with policy limits of not less than \$1,000,000 combined single limit, each occurrence.

8.2. Environmental Impairment Insurance. Contractor also agrees to furnish, upon request, certificates attesting to the existence of environmental impairment insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording this required coverage shall be written in an amount of at least \$1,000,000 per loss with an annual aggregate of at least \$2,000,000 and by an insurer reasonably acceptable to Customer. If coverage of environmental impairment insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed. Such obligation shall survive termination of the Agreement.

8.3. Guaranty. Contractor's parent corporation, Casella Waste Systems, Inc., has guaranteed the obligations of Contractor under this Agreement pursuant to separate instrument of guaranty.

9. COMPLIANCE WITH LAW AND RECORDKEEPING

9.1. Compliance. Contractor and Customer agree to comply with all applicable laws and regulations during the performance of their respective responsibilities under this Agreement.

9.2. Records. Contractor and Customer shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the services

required by this Agreement, including, without limitation, correspondence, instructions, plans, receipts, vouchers, and other memoranda.

9.3. Audits. Contractor agrees to permit, at all reasonable times, duly authorized representatives of Customer to inspect and have access to the books, records and documentation referenced herein, which directly relate to the performance of this Agreement, for the purpose of auditing and verifying the performance of services pursuant to this Agreement, the charges for such services, and the maintenance of records related to such services. Such access by Customer's representatives shall include the right to discuss such documentation with Contractor's personnel having knowledge of their contents and the right to copy such documentation. Contractor and Customer shall preserve all documentation pertaining to the services required by this Agreement for a period of three (3) years following completion of the services rendered by Contractor to Customer to which the documentation pertains or for any greater period of time required by law.

10. FORCE MAJEURE

10.1. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, community opposition, war, fire, acts of God, injunction, compliance with changes in any law, regulation or order of any governmental body or any instrumentality thereof or with any changes in interpretation or the manner of enforcement thereof, the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals ("Force Majeure"); provided, however, that any party asserting Force Majeure shall give prompt written notice thereof to the other party and shall act diligently to resume performance at the earliest practicable time.

11. NON-CIRCUMVENTION, CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

11.1. Customer acknowledges that Contractor has developed expertise and know-how and expended time and money in connection herewith, including the development of outlets and relationships, and the development and maintenance of permits necessary for the use and disposition of Residuals. Therefore, Customer agrees that during the term of this Agreement and thereafter for one (1) year, Customer will not, directly or indirectly, induce any User or any owner, lessee, operator or manager of any Used Sites to accept or receive any Residuals for storage, application, use or handling. As mentioned herein, the term "Used Sites" means the Sites permitted and used by the Contractor during the term of the Contract (or Sites for which permit applications were submitted) to receive Residuals pursuant to this Agreement. "User" means any individual or entity, which has received Residuals from Contractor from WRRFs during the term of this Agreement. The provisions of this Section shall not be applicable to the Village of Essex Junction and any Residuals from the Essex Junction Plant meeting standards for agronomic utilization.

11.2. During the term of this Agreement, it may be necessary or desirable for the parties to exchange "Confidential" or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor's Facility(ies)

used for service hereunder, Contractor's rates, the content of this Agreement, and Contractor's customer list. To the extent provided by applicable law, each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by court or regulatory order to be disclosed. Contractor acknowledges that the Customer is a public body, and that this Agreement is a public record and available for public inspection.

11.3. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use at the Facility without any additional charge, compensation or consideration therefor.

11.4. The provisions of this Section 11 shall survive the termination of this Agreement without regard for the reason for termination.

11.5. All processes, inventions, improvements, techniques, methods, and procedures for operations at the WRRFs shall be the intellectual property of Customer and the operators of those facilities, as applicable, and in no way shall be transferred to ownership of the Contractor.

12. EFFECTIVE DATE

This Agreement shall become effective as of March 1, 2019, provided that the Customer receives the approval of this Agreement from all member communities that operate WRRFs. In the event that the Customer does not obtain such approval by ~~April~~ ^{may} 30, 2019, then the Customer shall notify Contractor, and either the Customer or the Contractor may, upon written notice sent within ten (10) days of such date, terminate the Agreement or, if agreed by the Customer and the Contractor in writing, may remove from the scope of this Agreement those

WRRFs for which the Customer has not obtained the approval by such respective municipality that operates such WRRF.

13. GENERAL PROVISIONS

13.1. Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

CONTRACTOR:

New England Waste Services of ME, Inc	With a copy to
Casella Organics	Casella Waste Systems, Inc.
110 Main Street Suite 1308	25 Greens Hill Lane
Saco, ME 04072	Rutland, VT 05701
	Attn: Office of General Counsel

CUSTOMER

Chittenden Solid Waste District
1021 Redmond Road
Williston, VT 05495
Attn: Executive Director

13.2. Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Vermont, except for conflicts of laws provisions that would apply the substantive law of another state.

13.3. Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts sitting in Chittenden County, Vermont.

13.4. Representations and Warranties of Authority. Each party represents and warrants to the other that: a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound. These warranties shall survive the expiration or termination of this Agreement.

13.5. Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and

that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

13.6. Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties. If an amendment becomes necessary, both parties will use reasonable business efforts not to delay the process.

13.7. Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Customer or Contractor of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Customer or Contractor giving such waiver. No waiver by either Customer or Contractor with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

13.8. Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

13.9. Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

13.10. Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense, to a firm or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and such firm or corporation has a favorable reputation in the field of waste management, and has the financial strength and operational capabilities to timely perform all obligations hereunder, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

13.11. Survival. The provisions of the Indemnification and Representations and Warranties of Authority Sections of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

13.12. Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

13.13. Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

13.14. Independent Contractor. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

13.15. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

13.16. No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transactions described herein.

13.17. Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

13.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

13.19. Disputes.

- 13.19.1. Unless otherwise ordered by the court, if a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. Each party shall bear its own costs and expenses related to any mediation including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

13.19.2. Notwithstanding the foregoing to the contrary, the parties hereby understand and agree that where a party believes it may suffer immediate and irreparable harm and damage should a party fail to comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate such party for such a breach of this Agreement, the parties agree that a party shall not be required to proceed with mediation as described herein but shall be entitled to all appropriate relief, including, without limitation, injunctive and other equitable relief, by a court of competent jurisdiction to enforce the terms of this Agreement including the payment of reasonable attorneys' fees and costs.

13.20. Indemnification.

13.20.1. Contractor Indemnification. Contractor, by acceptance of the Residuals identified in this Agreement, agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless Customer, its members, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Contractor's handling, transporting, recycling or disposing of Residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Contractor or Contractor's breach of the terms and conditions of this Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from Customer's provision to Contractor of Hazardous Waste or Non-Conforming Waste.

13.20.2. Customer Indemnification. Customer hereby agrees for itself, its successors, and assigns, to defend indemnify, and hold harmless Contractor its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising claim or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Customer or Customer's breach of the terms and conditions of this Agreement. In the event of any claim arising out of the concurrent negligence of the Contractor and the Customer, the Customer's indemnification obligations under this section shall be limited to the extent of the Customer's negligence.

13.20.3. Special and Consequential Damages. Notwithstanding the provisions of Section 13.19.1 and 13.19.2, neither Customer nor Contractor shall be liable for any special or consequential damages sustained by the other in connection with their respective performance or non-performance under this Agreement.

(signature page follows)

Executed and agreed as of the day and year last written below.

New England Waste Services of ME, Inc.
d/b/a Casella Organics

By: Michael R Hodge
(signature)

Name: Michael R Hodge

Title: Vice President

Date: February 22, 2019

Chittenden Solid Waste District

By: Sarah Reeves
(signature)

Name: Sarah Reeves

Title: Executive Director

Date: 2-27-19

**EXHIBIT A
TO THE
RESIDUALS MANAGEMENT SERVICE AGREEMENT**

Between: Chittenden Solid Waste District
1021 Redmond Road
Williston, VT 05495

And: New England Waste Services of ME, Inc., (d/b/a Casella Organics)
110 Main Street, Suite 1308
Saco, ME 04072

Submission Date: This Exhibit A will be implemented per Article 1.2 of this Agreement.

Annual Residuals Removal Schedule

PLANT	% OF MATERIAL
Burlington Main: Landfill Disposal at Waste USA	~100%
Burlington Main: Recycling at Grasslands	~0%
Milton: Landfill Disposal at Waste USA	0%
Milton: Recycling at Grasslands	100%
Richmond: Landfill Disposal at Waste USA	0%
Richmond: Recycling at Grasslands	100%
Shelburne: Landfill Disposal at Waste USA	0%
Shelburne: Recycling at Grasslands	100%
<u>Essex Junction Volume EXCLUSIVE of Class B Residuals Applied to Land:</u>	
Essex Junction: Landfill Disposal at Waste USA	0%
Essex Junction: Recycling at Grasslands	100%

**New England Waste Service of ME, Inc.
(d.b.a. Casella Organics)**

By: 
(signature)
Name: Michael R Hodge

Title: Vice President

Date: February 22, 2019

Chittenden Solid Waste District

By: 
(signature)
Name: Sarah Reeves

Title: Executive Director and
General Manager

Date: 2-27-19

EXHIBIT B
[to come]

EXHIBIT C ANALYSIS REQUIREMENTS

GRASSLANDS

Chittenden Grasslands Biosolids Analyses Frequency Requirements												
	January	February	March	April	May	June	July	August	September	October	November	December
Burlington Main	X	X	X	X	X	X	X	X	X	X	X	X
Essex Junction		X			X			X			X	
Milton		X			X			X			X	
Richmond		X			X			X			X	
Shelburne		X			X			X			X	

Grasslands Parameters Required Testing		
Group A Parameters		
Total Kjeldahl Nitrogen		
Ammonia		
Nitrate		
Total Phosphorous		
Total Potassium		
pH		
Paint Filter Test		
Total Solids		
Total Volatile Solids		
Group B Parameters	Max Concentration	Units
Arsenic (As)	41	mg/kg dry weight
Cadmium (Cd)	10	
Chromium (total) (Cr)	1,000	
Copper (Cu)	1,500	
Lead (Pb)	300	
Mercury (Hg)	10	
Molybdenum (Mo)	40	
Nickel (Ni)	200	
Selenium (Se)	100	
Zinc (Zn)	2,500	

FACILITY

July of each year each WWRF will have to sign a Casella Special Waste Characterization Form.

Facility Parameters Required Testing				
Group A Parameters				
Total Kjeldahl Nitrogen				
Ammonia				
Nitrate				
Total Phosphorous				
Total Potassium				
pH				
Paint Filter Test				
Total Solids				
Total Volatile Solids				
Group B Parameters	Max Concentration	Units		
Arsenic (As)	41	mg/kg dry weight		
Cadmium (Cd)	10			
Chromium (total) (Cr)	1,000			
Copper (Cu)	1,500			
Lead (Pb)	300			
Mercury (Hg)	10			
Molybdenum (Mo)	40			
Nickel (Ni)	200			
Selenium (Se)	100			
Zinc (Zn)	2,500			
Comprehensive Facility Approval Analysis (Every 3 years)		Plant	Next Due Date	Next Due Date
Testing Required:		Burlington Main	7/1/2019	7/1/2021
1 representative composite sample;		Sourth Burlington	7/1/2019	7/1/2021
- pH, % solids, paint filter, ignitability,		Essex Junction	7/1/2019	7/1/2021
- TCLP RCRA 8 Metals,		Shelburne	7/1/2019	7/1/2021
- TCLP Volatile Organic Compounds (VOCs),		Richmond	7/1/2019	7/1/2021
- TCLP Semi-Volatile Organic Compounds (VOC's),		Milton	7/1/2019	7/1/2021
- TCLP Herbicides and Pesticides,				
- Total TPH				
- Reactive Cyanide and Reactive Sulfide,				
- PCB-totals.				
If any of the required testing could be ruled out based upon generator knowledge, provide an explanation and documentation for consideration (i.e. PCBs, Herbicides/Pesticides for residential ONLY WWTP sludge).				

CLASS A

WWRFs producing Class A material will provide the Contractor with monthly PFRP and VAR Attainment Certification Statements.

7512830_3:04341-00008

7516622_1:04341-00008

7516622_3:04341-00008

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir and Matt Dow
 Title/Subject: Authorization to execute contract with CSWD for 2024-2028 Wastewater Biosolids

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/23/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	5/23/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/23/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/23/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Board of Finance, City Council
FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
DATE: May 30 and June 5, 2023
CC: Sophie Sauvé, Comprehensive Parks Planner, BPRW
Brian Pine, Director, CEDO
RE: Request to Execute a Contract with Michael Van
Valkenburgh Associates for Phase 2 Conceptual Design and
Scoping at Moran Frame

Request:

The Community & Economic Development Office ("CEDO") in cooperation with Burlington Parks, Recreation and Waterfront (BPRW) is seeking approval and authorization to enter into a contract with Michael Van Valkenburgh Associates for Phase 2 Conceptual Design and Scoping at the Moran Frame.

Background:

On November 15, 2022, the City cut the ribbon on the completion of the first phase of construction at the Moran Frame, realizing the vision that peeled back the brick exterior to reveal the building's steel superstructure, while retaining Moran's distinctive tiered shape, resulting in an open-air park surrounding the historic structure of the Moran Plant, painted a striking red. The completion of the first phase of redevelopment of the Moran Plant site has resulted in the activation of the abandoned site, with improved public access to the waterfront, and framework for further activation and future phases of development.

On April 24th, CEDO provided an update on the status of the Moran Frame project and budget and City Council approved a Budget Amendment increasing the Moran Frame capital budget and authorized expenditures of these funds for future planning and construction phases.

On May 1st City Council approved a \$600,000 investment of ARPA funds for the in *Expanded Waterworks Park Connections & Moran Frame Enhancements*.

We are now ready to kick off the Phase 2 Conceptual Planning and Scoping work led by world-renowned landscape architecture firm Michael Van Valkenburgh Associates with collaboration by local partners, including SE Group, Freeman French Freeman and Engineering Ventures. This work will result in a design that integrates the iconic frame structure with a landscape that it is exciting, navigable, and welcoming and inspire a year-round park activation for Burlington's entire Waterfront Park network. The cost estimating and scoping work will provide the City with a roadmap for how to best implement future development at the site.

Procurement

The process for soliciting and vetting proposals followed the City's procurement guidelines with a publicly available and posted RFP. Four bids were received and Michael Van Valkenburgh Associates was selected based on cost and quality of proposal.)

Funding

This work will be paid for with the remaining funds from Phase 1A (which includes \$165,399 in contingency funds and \$500,842 in additional Waterfront TIF Bond per the Budget Amendment approved by City Council on May 1st).

Attachments

1. Draft Contract

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Michael Van Valkenburgh Associates for the purposes of phase two conceptual design and scoping work at the Moran Frame, with a maximum limiting amount of 279,500, subject to final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Michael Van Valkenburgh Associates for the purposes of phase two conceptual design and scoping work at the Moran Frame, with a maximum limiting amount of 279,500, subject to final review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: Phase 2 Conceptual Design and Scoping at Moran Frame

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/24/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	No	Click or tap to enter a date.	Submitted w no response
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	Yes	5/22/2023	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/22/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	5/23/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Michael Van Valkenburgh Associates, Inc (“Consultant”), a New York corporation located at 16 Court Street, 11th Floor, Brooklyn, NY 11241.

Consultant and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the Moran Frame Phase II Conceptual Design and Scoping.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

Purpose. The City seeks to employ the Consultant to develop a design vision, including identifying opportunities for programming, communicated through visualizations, narratives, and a conceptual cost estimate for the second phase of improvements at the Moran Frame.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or

expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on June 30, 2024 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachments A (Request for Proposals) and B (Consultant's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Response to Request for Proposals).
Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.
- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$254,500. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:
Samantha Dunn
Community & Economic Development Office
Room 32, City Hall, 149 Church Street
Burlington, VT 05401
sdunn@burlingtonvt.gov

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated March 24, 2023

Attachment B: Consultant's Response to Request for Proposals dated April 21, 2023 and as revised May 22, 2023

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Consultant
Michael Van Valkenburgh Associates, Inc

By: _____

Date: _____

City of Burlington
Community & Economic Development Office

By: _____
Brian Pine
Director

Date: _____

**Attachment A:
Request for Proposals dated March 24, 2023**

DRAFT

REQUEST FOR PROPOSALS (RFP)

Date: **March 24, 2023**

To: **Open Invitation to Landscape Architects, Architects, Planners and Engineers**

From: **Community & Economic Development Office (CEDO)
and Burlington Parks, Recreation & Waterfront (BPRW)**

Re: **Moran FRAME Phase II Conceptual Design and Scoping**

I. GENERAL INFORMATION

Moran Frame, 1 Lake Street, Burlington, VT 05401

CEDO and BPRW are requesting proposals from qualified interdisciplinary teams of landscape architects, environmental planners, environmental engineers, and other relevant disciplines to complete Conceptual Design and Scoping for the 2nd phase of work at the Moran Frame. Questions concerning this RFP must be made via email per the schedule outlined below. The site is open and available to the public (there is no scheduled site visit associated with the RFP). Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>.

Issue date:	March 24, 2023
Questions due:	April 7, 2023
Answers posted:	April 14, 2023
Proposals due:	April 21, 2023 at noon
Notice to Proceed:	May 16 (anticipated)

Inquiries/submissions to: **Samantha Dunn, Asst. Director for Community Works**
Community & Economic Development Office
sdunn@burlingtonvt.gov
(802) 829-6385

II. PROJECT DESCRIPTION

CEDO and BPRW are seeking design services from a qualified consultant, or team of consultants, to develop a design vision, including identifying opportunities for programming, communicated through visualizations, narratives, and a conceptual cost estimate for the second phase of improvements at the Moran Frame.

The Phase II Conceptual Design and Scoping work should address, at a minimum, the following elements:

- Consider and respond to existing and future amenities along the City's waterfront park system as well as the existing municipal infrastructure;
- Improve accessibility throughout the park space as well as the physical and visual connectivity with adjacent destinations and amenities, including a strong east-west pedestrian connection between the bike path and the water's edge;
- Introduce a new park pavilion that houses public restrooms, storage, a park ranger office, and utility spaces;
- Identify opportunities to enhance access to, and enjoyment of, the Moran Frame

through all four seasons;

- Identify amenities that will support multigenerational visitors of all abilities to the Moran Frame;
- Identify infrastructural improvements that are needed to support flexible programming, including short- and long-term artistic performances, installations, events and activations of the Frame;
- Visually screen “back-of-house” operations at the adjacent DPW and BED buildings from the Frame site while maintaining the required access for a crane to perform periodic overhead service of BED equipment;
- Opportunities to engage with the lake at the property's western boundary, including opportunities to bring visitors closer to the water's edge (excluding swimming activities);
- Opportunities to bring people up into the Frame;
- Strategies for mitigating strong winds across the site;
- Conceptual Cost Estimate;
- Narrative and visualizations necessary to communicate the vision to a range of stakeholders, including community members and private donors.

III. PROJECT BACKGROUND

In August 2020, the City of Burlington began to transform the Moran Municipal Generating Station into the Moran Frame. After more than 30 years of ideas and efforts to reimagine the long-abandoned former coal plant, work began to restore public access to this part of the waterfront, stabilize and activate a derelict site, and create a Burlington landmark that references the area's industrial past. The project represents the final piece of the broader transformation of Burlington's northern waterfront that voters endorsed on Town Meeting Day 2014, and lays the Framework for additional uses and improvements to be added to the Moran Frame site in the years to come. The first phase of the project included the following key elements:

- Peeled back the brick and concrete exterior of the Moran Plant;
- Stabilized the steel Frame;
- Abated and remediated hazardous building materials, including: asbestos, lead paint, and PCB paint, in order to make the site stable and safe for the public;
- Completed the remediation of the soils at the Moran site and, in so doing, finish remediation of soils throughout the Waterfront Access North area;
- Created an at-grade, level grassy area underneath and around the Moran Frame with temporary gravel pathways connecting it to the Greenway and Waterworks Park; and
- Introduced sub-grade utilities to help support future, additional resources as part of the Moran Frame.

CEDO's [website](#) contains more information about this history.

The site is bounded to the north by the [Community Sailing Center](#) and [A-Dog Skate Park](#) to the east by the [Burlington Greenway](#), which is part of the 13.4-mile Island Line Trail, to the west by Lake Champlain, and [Waterworks Park & the Fishing Pier](#), and to the south by Burlington Electric Department's backup turbine and the City's Water Treatment Plant. A portion of the site is located on filled land, meaning that it is subject to the *Public Trust Doctrine*, which limits commercial uses.

The Moran Frame was officially opened to the public on November 15th 2022 and the site

is already an icon on the City's waterfront and host to unique installations and events.

III. CONSULTANT TEAM

Required minimum consultant team composition:

- The lead consultant must be a landscape architect with experience doing public waterfront parks.
- The team must include the following sub-consultants:
 - Architect/urban designer
 - Site/civil engineer
 - Structural and MEP engineers
 - Lighting and Irrigation consultants and/or other consultants that support the team's proposed project approach
 - Cost estimator

The team must include some local engineering and/or design expertise.

IV. SCOPE OF WORK

Full coordination between the consultant and City staff is key to the project and is required throughout the project process. The City will have a small *City Project Team* managing the project and bring in additional City staff as needed during the design process.

While the following scope of work serves to illustrate a general process and structure for Conceptual Design and Scoping, we are open to and interested in hearing about any proposed approaches that would be beneficial to the process and outcome. The list and order of activities outlined below will be amended and finalized at the project kick-off meeting based on the successful proposal.

The scope of work includes, but is not limited to:

Task 1: Engagement

Teams should propose an engagement plan, but it is expected that it should include at least the following meetings:

- Kick Off Meeting - which will be attended by the consultant team and City project team and would serve to solidify project objectives, formalize project schedules, milestones and deadlines and establish points of contact.
- Meeting with the City Project Team every 2-3 weeks for the duration of the project
- 3 meetings with key stakeholders (TBD)
- 2 public meetings/presentations

The City team will provide meeting space/ virtual conferencing option. Consultant team will draft meeting agenda with City project team input, facilitate meetings and record and distribute minutes as part of the deliverables.

Task 2: Design Vision and Site Program

Working with the City Team and selected stakeholders, the consultant team will develop a design vision and site program for the landscape surrounding the Moran Frame, extending from the marina parking lot to the Community Sailing Center and integrating the existing skate park. A separate, but integrated, vision and program will be developed for improvements and additions to the structure of the Frame and should include access to one or more platforms within the structure.

This work will include the development of drawings and narrative required to complete Task 3 – Project scope and cost estimating.

Design Vision and Site Program to be reviewed by City Project Team for feedback and revisions prior to project completion.

Task 3: Project Scope and Cost Estimating

Following the development of the Design Vision and Site Program the team will engage in iterative cost estimating that results in a project scope and cost estimate that aligns with City and Stakeholder goals and anticipated project budget. This work will include options/recommendations for phased implementation of the established vision and program.

Project Scope and Cost Estimating to be reviewed by City Project Team for feedback and revisions prior to project completion.

Task 4: Deliverables

- A large-scale illustrative plan of the proposed open space improvements;
- Illustrative plans and sections of the proposed additions to the Frame structure;
- Three renderings depicting the proposed open space improvements and additions and upgrades to the Moran Frame structure;
- A written narrative of the proposed open space improvements at the Moran Frame site in the context of a complete vision for the waterfront park system from College Street to the Community Sailing Center;
- A comprehensive (CSI 16 Division) written narrative of the proposed open space improvements and additions to the Moran Frame structure ;
- A conceptual-level cost estimate of the design proposal;
- A phasing and implementation schedule (SDs, CDs, permitting, construction, etc.)

Final project materials to be reviewed by City Team for feedback and revisions prior to project completion.

V. RESPONSE FORMAT

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact above. Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP> by the noted date.

Proposals must be submitted electronically as a .pdf. by twelve noon on April 21st. Applicants will receive a confirmation email once their proposal is received.

Please ensure that the document is easily printable in an 8.5x11 format. Responses must include the following:

- 1) Proposed Scope of Work consisting of:
 - a) A cover letter that outlines the proponents vision for the project and the rationale for the composition of the proposed team.
 - b) A section that provides commentary on the challenges and opportunities of the project, including potential themes and approaches.
 - c) A detailed scope of work with the estimated time Frame per task.
 - d) A graphic of the proposed project schedule defining specific tasks and milestones.
- 2) Proposed Project Team consisting of:
 - a) Narrative outlining the roles of the various consultants, including the precise roles of team members.
 - b) Firm descriptions
 - c) Biographies of team members
 - d) Relevant past projects (including project descriptions and images)
 - e) References
- 3) Fee Proposal consisting of: composite schedule by task of direct labor hours;
 - a) An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must beprovided for each sub-consultant.

VI. CONSULTANT SELECTION

Proposals will be reviewed and evaluated by City staff based on the information provided. Proposals will be rated according to the following criteria (Total of 100 points possible).

Experience & Qualifications: Qualifications and experience of staff identified to work on this project (including subconsultants) and the role and time that each member will perform on the project.	15 pts
Project Understanding & Knowledge of Area: Demonstrated understanding of the parameters of this project, its limitations and potential.	15 pts
Cost: Outline how the project will be managed as related to proposed and any anticipated additional costs. Estimate of resource allocations to each component of the project and availability of qualified staff.	15 pts
Depth of Skills: Depth or relevant technical experience in undertaking this type of project. (10pts)	10 pts
Demonstration of Innovative Approaches: How were similar projects approached, challenges addressed and objectives achieved.	20 pts
Demonstration of Innovative Approaches: How were similar projects approached, challenges addressed and objectives achieved. (20 pts)	10 pts
Level of Experience: Demonstrated experience working with municipalities of similar size, structure and complexity on similar projects.	20 pts
Quality, Clarity & Completeness of Submittal Package	15 pts

The City anticipates that the selected Consultant will be awarded the project in April 2023. The City reserves the right to amend all dates. While this timeline may be subject to change, all participating parties will be notified. No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

VII. SUBMISSIONS

Proposals and questions shall be submitted via e-mail to:

Samantha Dunn

Asst. Director for Community Works

Community & Economic Development

Office sdunn@burlingtonvt.gov

Additional submission requirements are as follows:

- Responses to this RFP must be received per the schedule outlined on Page 1 to be considered.
- Applicants are solely responsible for ensuring that proposals arrive on time.
- Each applicant MUST provide their submittal electronically as a PDF.

Communications

It is important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted with this RFP at the City website at: <http://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications.

Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

Other terms

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (Attachment A).

VIII. EXHIBITS

- A. Exhibit A: Understanding of RFP Procedures, Terms and Conditions
- B. Exhibit B: Additional Project Information
- C. Exhibit C - Exhibit G: Redundant with Contract and Attachments C-G

Bid documents include this main body of the request for proposals and all exhibits.

IX. CONTRACTING

The consultant must qualify as an independent consultant and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (Exhibit D in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any person or entity, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

X. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Consultant Conditions (Exhibit D) and the attached Draft Agreement.

XI. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

XII. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XIII. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XIV. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XV. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XVI. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XVII. PUBLIC RECORDS

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

EXHIBIT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____

EXHIBIT B

Additional Project Information: Reports and Plans

Burlington Parks Master Plan:

https://issuu.com/btvparks/docs/bprw_master_plan_october_2015_final

PlanBTV:

<https://planbtv-burlingtonvt.opendata.arcgis.com/>

Public Trust Doctrine Information:

<https://www.burlingtonvt.gov/CEDO/History>



Context Plan

Attachment B:
Consultant's Response to Request for Proposals dated April 21, 2023 and
revised May 22, 2023

DRAFT

Moran Frame Burlington

PHASE II CONCEPTUAL DESIGN & SCOPING
MVVA TEAM PROPOSAL

Community & Economic Development Office (CEDO)
Burlington Parks, Recreation & Waterfront (BPRW)

21 April 2023

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1. Cover Letter



Repurposed Pier 2 Warehouse
Brooklyn Bridge Park, Brooklyn, NY

April 21, 2023

To Samantha Dunn, Assistant Director for Community Works, CEDO:

It's exciting to hear that the city is preparing to enter the second phase of work on the Moran Frame. In October of 2022, I had the privilege of exploring the Burlington waterfront and the site while taking part in the Urban Design Workshop that was organized by the City and Friends of the Frame. Based on our extensive experience creating dynamic public parks from postindustrial waterfronts, Michael Van Valkenburgh Associates (MVVA) and our entire team see abundant potential for the Frame to become a world-class park space, anchored in the history of Burlington by its central landmark.

The Moran Frame structure is remarkable in its historic presence, sheer size, and recent transformation. As we discussed last fall, this iconic feature deserves an equally compelling public realm. Our comprehensive vision for the site would lend an opportunity to integrate the structure with a landscape that is exciting, navigable, and welcoming.

Several ideas emerged during the charrette that we would expand on if selected to lead the Conceptual Design and Scoping Plan for the 2nd Phase of work. We feel that the public's enjoyment of the structure and site can be enhanced through a landscape that supports year-round programming on the waterfront, expands access and

connections from nearby neighborhoods, and creates an engaging environment for every kind of visitor. New topography and elevated circulation can be used to highlight views of Lake Champlain while also adding to its variety of settings: active recreation, a gently sloping event lawn, relaxed sunning spots, and a dynamic pedestrian circuit that interacts with the Frame.

MVVA has crafted concept designs, project scopes and tailor-made design processes for public parks of every shape and size, and we would work closely with the City Project Team to create a firm foundation for the Frame's implementation. A successful plan will not only invigorate the site surrounding the Moran Frame, but also further inspire a year-round park-going culture for Burlington's entire waterfront park network. Our expertise in transforming civic ambitions into cost-effective and impactful built work will be critical to achieving that vision.

For the Conceptual Design and Scoping Phase, we have brought together national practices and local experts to deliver the best of both worlds. As the lead landscape architect and primary consultant, MVVA would guide a multidisciplinary team and act as the main point of contact for the city. We would lead the production of the narrative and graphic content necessary to communicate

the vision for the Frame to a range of stakeholders, including community members and private donors. We have invited our long-time collaborators at Utile, a Boston-based firm, to lead the plan's architectural and urban design services. Our core design brain trust would also include a Burlington-based landscape architecture firm, the SE Group (SEG), and Freeman French Freeman (FFF), the architects of the transformation of the Frame. Both SEG and FFF bring deep local knowledge that will be essential to honor the park's urban context and planning effort to date. In addition to our Concept Design collaborative team, our work will be supported by technical consultants familiar with the site (such as site/civil engineers, structural and MEP engineers, and cost estimators) which will enable our team to call on targeted expertise when needed.

If MVVA is selected to lead this project, I would be the Partner-in-Charge, bringing more than 30 years of experience leading the planning, design, and implementation of award-winning waterfronts and public parks that are well-loved by their communities. I would work closely with MVVA Senior Associate Hillary Archer, who would be the project manager overseeing day-to-day work within our firm and coordination with our subconsultants. Hillary is a proud UVM grad and former resident of Burlington, and she brings considerable experience in project management and design.

We would be honored to work with City Project Team to create a public realm that elevates the experience of the Frame and secures a bold transformation of Burlington's northern waterfront park system. Thank you for considering our team and please let us know if you have any questions about our proposal.

Yours Truly,

A handwritten signature in black ink, reading "Matthew Urbanski". The signature is fluid and cursive, with the first name "Matthew" being more prominent than the last name "Urbanski".

Matthew Urbanski, Principal
Michael Van Valkenburgh Associates, Inc.

2. Project Approach

OPPORTUNITIES & CHALLENGES

MVVA's parks are welcoming and democratic places that offer something for everyone, informed by community input and extensive research on the site and context. Our approach to conceptual design and scoping for the Moran Frame would be rooted in an understanding that great parks allow us to occupy places of beauty and experience the sense of civic belonging offered by a public landscape. We would aim to maximize the value of existing opportunities and transform the site's challenges into new possibilities.

Iconic Architecture and Iconic Views

The Frame's built presence, grand in scale and striking in form, is a terrific starting point for a new public landscape. It behaves as a recognizable landmark and an exciting programming instrument. The open Frame structure complements the Burlington waterfront's panoramic views of Lake Champlain and the distant Adirondack Mountains. As compelling as it is in its current form, we recognize that the Frame has even more untapped experiential value, particularly with the introduction of access up into the structure, allowing for elevated prospects that aren't available elsewhere on the waterfront.

Existing Trees

A collection of mature canopy trees forms a threshold to the Lake Street parking area. These will be the foundation for a planting plan including trees, grasses, and shrubs native to the region or acclimated to the waterfront that will highlight seasonal changes in a variety of ways.

Public Utilities

The area around the Frame is filled with civil infrastructure, including Burlington Electric Department's backup turbine, and the City's Water Treatment Plant. The design of the Frame landscape will need to respond to the visual and spatial impact of these utilities.



MVVA Fall 2022 Frame Site Visit

Strong Landscape Context

The site's context already offers many advantages that will allow it to thrive as an open space. Sitting at the southern end of the 14-mile Island Line Trail, the new park can benefit from Frame's proximity to other lakefront destinations and build on the success of other regional attractions, adding to the range of memorable outdoor spaces to be found in Burlington.

Center of Activity

A number of existing recreational uses on the waterfront provide the foundation for an active, multi-use open space network which can be enhanced through the programming and design of the Frame landscape. These include the Community Sailing Center, the A-Dog Skate Park, the Burlington Harbor Marina, the Waterworks Park and the Fishing Pier.

Topography and Climate

The flatness of the waterfront currently limits the potential to craft engaging environments that balance views with a sense of refuge. Moreover, the level plane leaves the site vulnerable to strong winds from Lake Champlain, which pose a challenge to visitor comfort and limit the range of potential plantings and microclimates.

Indirect Access to Downtown

Connection from downtown Burlington to the Frame is relatively circuitous, achieved by crossing North Ave, a primary road which bounds the Old North End (ONE) neighborhood to the North and East. Depot Street acts as a conduit from North Ave down into the site, but it is a narrow road, informally accessible only on foot or by bike, and covers a significant, inaccessible grade change from street to water level. Although it would lie beyond the scope of this project, future improvements to Depot Street might be incorporated in connectivity recommendations for the Moran Frame.

Limited Neighborhood Connections

To the east and north of the Frame lies the Old North End (ONE), one of Burlington's oldest and most densely populated neighborhoods. ONE is close to the waterfront, but access is hampered by steep grades.

KEY PROJECT THEMES

Through our participation in the Urban Design Workshop, the MVVA team has formed some initial ideas about landscape themes that can support the site's future as a vibrant new public landscape that complements both the Frame and the existing open space network along the Burlington Waterfront. Building on this early thinking, we would work with the City Project Team and the community to test and refine these initial approaches through the Concept Design process, shaping a design vision as well as outlining the strategies for achieving this vision.

A primary goal for our team will be **expanding access to the waterfront** by improving site connections and continuity while providing exciting recreational program and comfortable environments for visitors from near and far. We will look for ways to enhance the ability to engage with the Frame, providing access to world class views, programs, and experiences that don't currently exist.

A second guiding theme for our work would be **heightening multi-seasonal appeal**, taking advantage of Burlington's natural beauty and improving visitor comfort throughout the year. Design that promotes a range of microclimates and seasonal experiences will help support consistent, year-round use, weaving the Frame into Burlington's calendar of public life. In our design charette for the Frame, for instance, MVVA raised the possibility of a smooth ribbon track designed to support ice skating in the colder months as well as roller blading, balance biking, and scootering in the warmer.

The skating ribbon, which we envision as a dynamic loop through the site, also supports the MVVA team's third guiding theme: **multigenerational enjoyment of the Moran Frame**. The landscape will complement the experience of the structure, but also amplify it, giving it additional context and complexity. Programmatically, our goal would be to offer something for everyone, including high-activity zones, places to gather, performance spaces, and abundant opportunities for relaxation.

MVVA sees **unflattening the site landscape**, our fourth goal, as an important way to diversify programming, engage the water's edge, and integrate landscape and structure. For instance, a sweeping boardwalk could unite the park's amenities and connect to the waterfront at the Sailing Center, where a series of steps guides visitors to the lake. Circulation should introduce new ways to enjoy the site through a park circuit that winds upwards from ground level, providing access to an upper level of the Frame and connecting across short pedestrian bridges. This same system of mounds could shape an event lawn ringed by gently sloping grass areas featuring natural amphitheater seating to watch movies or other performances.

Most importantly, we see the Moran Frame landscape as an opportunity to prioritize **building for the future**, fortifying enjoyment of the waterfront with a meaningful and durable new landscape. Sustainability and environmental resilience will be essential to ensure that the Moran Frame landscape continues to inspire the Burlington community as well as contribute to the City's economic vitality and ecological richness for generations to come.

To ensure that Burlington Parks, Recreation, and Waterfront (BPRW) and the Community & Economic Development Office (CEDO) have the right tools to advance the project, we anticipate two major deliverables. The first will be a **Concept Design Report**, which is intended to be used for communicating with the public and with future donors, and would include project graphics (site plan, sections, and renderings) as well as a project narrative that describes the input received from public engagement as well as the design approach. The second major deliverable will be a **Scoping and Implementation Plan**, which will be more technical in nature, and will include the cost estimate, a proposed implementation plan, schedule, and scope of work for the design phases (SD, DD, CDs, etc.) to be used as the "roadmap" going forward.

SCHEDULE & SCOPE OF WORK

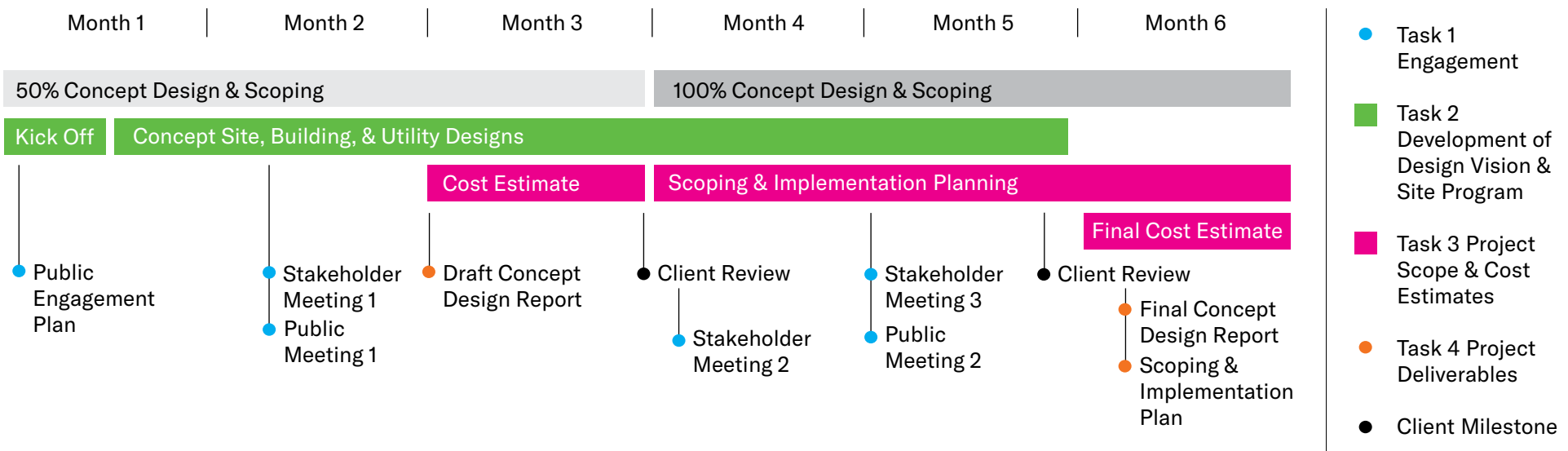
The Frame Conceptual Design and Scoping project will evolve through an iterative process that tailors the landscape strategy to the diverse circumstances that the Frame project brings together. The MVVA team will work at multiple scales, testing concept design ideas for financial and technical feasibility so that a cohesive strategy becomes stronger and more achievable with each step.

The MVVA team suggests concentrating the primary planning and design efforts, including high-level existing condition assessments, into an efficient 6-month period starting in Spring 2023. Our schedule includes anticipated timelines for all tasks, key milestones, Public Engagement events, and cost estimating.

In reviewing the desired Scope of Work outlined in the RFP, there are four Tasks: Task 1 Engagement, Task 2 Development of Design Vision and Site Program, Task 3 Project Scope and Cost Estimates, and Task 4 Project Deliverables.

Recognizing that work related to each of these tasks will be taking place simultaneously throughout the design process of this phase, we have broken our proposed schedule and work plan down into two equal subphases: 50% Concept Design & Scoping, and 100% Concept Design & Scoping. Both of these phases will be 3 months in duration and will involve ongoing collaboration with the City Project Team.

If selected to lead this Project, the MVVA team’s very first task would be to work with the City Project Team to confirm a project schedule that can accommodate the Scope of Work in the RFP and provide the appropriate windows for client review and feedback to ensure steady progress and on-time project delivery. We anticipate regular reviews with the City Project Team and iterative refinements of our work to reflect feedback from the City, our subconsultants, the community, and stakeholders.



50% CONCEPT DESIGN AND SCOPING

3 MONTHS

Task 1: Engagement

- Development of Public Engagement Plan, in coordination with City Project Team, outlining format of public meetings, as well as identifying preferred dates and venues.
- Collaborate with City Project Team to identify smaller stakeholder groups and develop strategy for these meetings.
- Outline the strategy and objectives, create presentation materials for, and lead two (2) stakeholder meetings and one (1) public meeting. Summarize public response, and team reflections, in memo.

Task 2: Development of Design Vision and Site Program

- Kickoff Meeting and Site Visit, to include initial discussion of design and program ideas for the site as well as the structure of the Frame. The recommendations of the 2022 Urban Design Workshop would be a starting point for this discussion, with the assumption that preliminary approaches and ideas would need to be verified, expanded, and/or changed over the course of the Concept Design and Scoping effort.
- Preliminary evaluations and site data review.

- Initiation of Survey, to be performed by others, with input and review by project team.
- Initiation of Geotechnical investigations, to be performed by others with input and review by project team.
- Build physical model of site and Frame for use in public meetings, as well as computer model of site and Frame for development of renderings.
- Biweekly Zoom meetings between MVVA team and City Project Team, as well as regular contact by phone as needed.
- Ongoing development of design vision and site program, reflecting input from public engagement and City Project Team. Proposed architectural approaches to the Frame will be developed in coordination with proposed landscape design.

Task 3: Project Scope and Cost Estimates

- Preliminary Cost Estimate – submitted after the first three months, based on the materials in the Draft Concept Design Package submission.

Task 4: Project Deliverables

- Draft Concept Design Package – submitted for review and comment by City Project Team after the first two months, to include preliminary drafts of a graphic plan, sections, renderings,

and project narrative. The objective is to confirm the style of renderings and plans, initial program, and design direction.

- MVVA team will move on to 100% Concept Design and Scoping after City Project Team has reviewed 50% materials, provided comments, and confirmed approval.

100% CONCEPT DESIGN AND SCOPING

3 MONTHS

Task 1: Engagement

- Outline the strategy and objectives, create presentation materials for, and lead one (1) stakeholder meeting and one (1) public meeting. Summarize public response, and team reflections, in memo.

Task 2: Development of Design Vision and Site Program

- Ongoing Development of Design Vision and Site Program, reflecting input from public engagement and City Project Team.
- Development of project renderings and graphics, as well as design narrative.
- Assessment of any technical issues raised in surveying or site explorations.
- Biweekly Zoom meetings between MVVA team and City Project Team, as well as regular contact by phone as needed.

Task 3: Project Scope and Cost Estimates

- Initiate format and outline of Scoping and Implementation Plan (with schedule), in consultation with City Project Team.
- Development of project scoping document, with each team member contributing to appropriate areas.

Task 4: Project Deliverables

- Final Draft Concept Design Package – submitted after the first two months of 100% Concept Design & Scoping phase. For review and comment by City Project Team. To include illustrative site plan, supporting plans and sections of the Frame structure, comprehensive written narrative (organized per 16 Division CSI MasterFormat) of the proposed landscape and architectural improvements, three (3) final renderings depicting the proposed open space improvements and additions to the Frame structure, suitable for marketing and fundraising purposes.
- Final Cost Estimate – based on the materials in the Final Concept Design Package submission.
- Final Concept Design Document Package and Scoping and Implementation Plan, to include all Final Deliverables, Project Scope, Phasing and Implementation Recommendations, and Final Cost Estimate.



Public Engagement Event for Gipson Play Plaza
Raleigh, NC

COLLABORATION

Every MVVA park has been shaped by the interests and perspectives of its community and stakeholders. The MVVA team is experienced in creating a collaborative design process that feels open and inviting, using presentation methods that bring design and program ideas to life and spark constructive dialogue. In addition to interactive physical models, illustrative renderings are used to translate technical information and design concepts into images that are legible and inspiring.

We are eager to engage the Burlington community and local stakeholders in the design vision for the Frame. Of the two public meetings planned during Concept Design, we anticipate that the first would focus on the proposed program and preliminary design ideas, building on the Urban Design Workshop and informed by new analysis and research undertaken as a team. The second community meeting would follow a preliminary costing exercise and feature more refined discussions of the landscape vision for the Frame and the general arrangement of program elements. We recommend these events be held at prominent public locations in different parts of Burlington to ensure that diverse voices are heard and encourage an inclusive, citywide sense of ownership.

MVVA has a successful track record in shepherding design visions from initial community conversations through opening day and beyond. We've worked on numerous projects with limitations and opportunities like those of the Frame—including complex urban connectivity and infrastructural challenges, diverse community needs, and the presence of iconic waterways and historic structures. Experience shows us that it is essential to keep feasibility at the forefront of our approach to ensure our work is practical and effective, and this depends on a high level of coordination with our clients and multidisciplinary team members. Even as we think big and look for maximum impact, we would work with the City and the community to balance competing priorities regarding costs, environmental impact, resilience, and experiential value.



Public Meeting, RCWJ Centennial Park



Public Meeting, Port Lands Flood Protection



Public Meeting, Ralph Wilson Park Buffalo

3. Project Team



TEAM ORGANIZATION & ROLES

Our team for the Frame project brings together nationally recognized expertise in the design of waterfront parks as well as deep local knowledge and important Burlington relationships. The Frame landscape, which needs an innovative approach that is firmly rooted in a sense of place, requires both. As Landscape Architect and Team Leader, MVVA will be the primary collaborator with the City Project Team, leading public and stakeholder meetings, and taking responsibility for the shaping of project deliverables. In addition to MVVA, several members of our team (Utile, FFF, and SEG) participated in the Urban Design Workshop last fall, and we share a deep enthusiasm about the potential to create a memorable landscape experience that amplifies the value of the Frame to public life along the Burlington waterfront.

As overall design lead on this project, MVVA would lead development of the vision, coordinate the effort of our team members, develop and maintain the project schedule, and ensure that technical analysis, as well as client input and community engagement, is reflected in the final Concept Design. We would have primary responsibility for developing project graphics and crafting the design narrative. Working closely with the City Project Team, MVVA would also shape a Scoping and Implementation Plan that establishes a Framework for achieving the project goals and aligns implementation strategies with budget and schedule. Burlington-based SE Group (SEG) will be our team's local landscape architect. SEG will collaborate with MVVA on a range of issues, including public engagement approach, strategies to address the larger waterfront context, interface with local agencies, and alignment with local regulations.

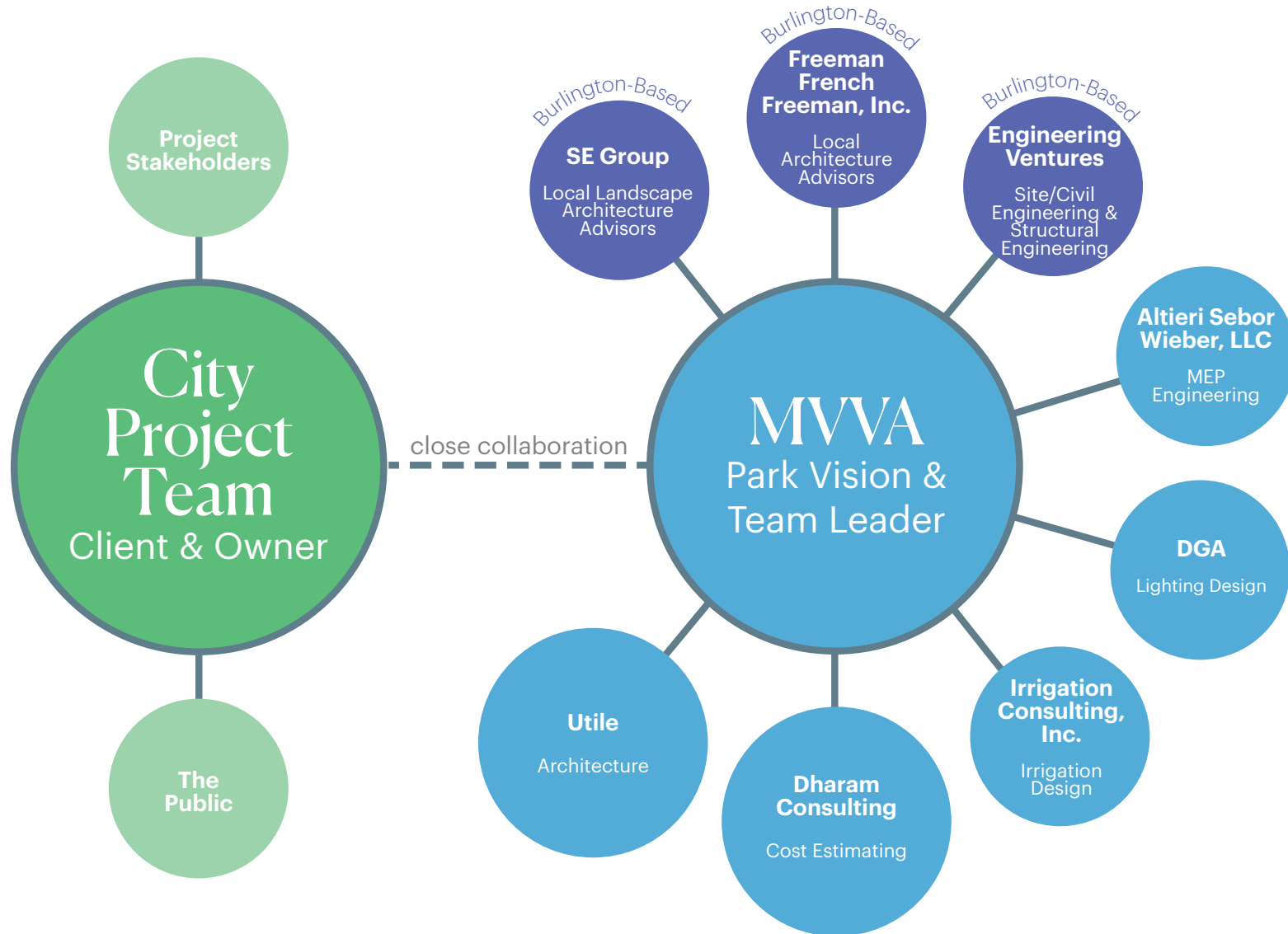
As lead architecture consultant, Utile will establish the architectural language for the project, responding to the Frame itself, as well as park program needs, including a pavilion, structured circulation elements, and elevated access. Utile has extensive

regional and national expertise and previous experience working with MVVA on the development of innovative park-supportive architecture. Burlington-based Freeman French Freeman, Architects (FFF) will support Utile's work, as well as advise on the development of the project vision. In addition to extensive local knowledge, and having participation in the Urban Design Workshop, FFF was the architect of the recent transformation of the Frame, giving them unique insights into the structure and the site.

Also bringing recent experience with the Frame structure and site is Burlington-based Engineering Ventures (EV), who will provide both structural and civil engineering services for the MVVA team. EV will contribute to conceptual level thinking about sitewide utilities and stormwater strategies, new site structures, and interface with the existing Frame structure. EV, as well as MVVA and other members of the team, will also support our team's cost estimator, Dharam Consulting, in the development of reliable costing numbers that reflect the design vision as well as a range of variable factors, including local market factors, escalation, and contingencies.

Domingo Gonzales Associates (DGA) is our lighting consultant. Domingo has worked with MVVA on numerous prior projects and brings tremendous expertise in the artful lighting of park landscapes as well as landmark structures. Our team's MEPF engineer is Altieri Sebor Wieber, and we would value their input on design elements related to the park pavilion and ice ribbon program (proposed as part of the Urban Design Workshop). Irrigation Consulting, Inc. would provide concept-level advice about park irrigation needs.

Additional team members, such as a soil engineer, and a geotechnical engineer, may be necessary as the project moves into later design phases. More detail about our subconsultants can be found on the following pages.



FIRM DESCRIPTIONS

MVVA

At Michael Van Valkenburgh Associates (MVVA), we work in pursuit of landscape beauty in its many forms: rational, lyrical, and sublime. We believe that the most meaningful landscapes emerge from straightforward, elegant problem-solving and that landscapes are most enjoyable when they are designed to work with the natural qualities of their sites. This ethos animates all our work, and it will be particularly important to bring to the Frame, where a profound yet familiar relationship with the local environment will be fundamental to its identity.

Founded in 1982, in Cambridge, MVVA is well known for our innovative designs of public waterfronts parks. Notable built examples include 8-acre Allegheny Riverfront Park, in Pittsburgh; 1.25-acre Pier C Park, in Hoboken; 85-acre Brooklyn Bridge Park; and 8.5-acre Chelsea Cove, in Manhattan. Our staff of 100 is split between offices in Brooklyn, Cambridge, Denver, and a handful of staff who work remotely. Over the course of our forty years in business, MVVA has built hundreds of landscapes across North America and had the pleasure of watching them grow and thrive over time. We have worked collaboratively with a number of different client groups, including municipal and

state governments, friends groups, and conservancies, and we have successfully navigated permitting and agency approvals in a number of sensitive settings, including protected shoreline environments.

Our practice is dedicated to the delivery of meaningful landscape experience that supports daily life, as well as fostering social connections and civic engagement. Regardless of project size or location, MVVA's built landscapes exemplify outstanding environmental performance, financial resourcefulness, and technical innovation.

Collaboration is key to the success of our projects. Whether it is a client meeting or a public meeting, MVVA comes prepared with ideas and expertise, ready to both lead and listen so we can identify the best ways to unite a range of goals related to program, performance, and budget. MVVA is experienced at design team leadership and making the best use of our consultants' time and talents. We support integrated planning, facilitated by coordinated project management and strong rapport among team members.

Our landscape-focused sensibility is geared to produce elegant, resourceful, and effective solutions. Wherever possible, we are always looking for ways to do more with less. Budget constraints and structural

challenges are often opportunities for innovation, and we believe that resource conservation is an important component of ecological sustainability. When we do advocate for an upfront expense, it is used to good effect, often in cases when investments in high-quality materials, engineered soils, healthy plants, or richly programmed community space can pay dividends (in reduced maintenance costs, for instance) down the line. Even our early phase concept thinking is informed by practical approaches for controlling costs and ensuring constructability.

MVVA's projects have received many awards for design excellence and innovation. We are exceptionally proud that Brooklyn Bridge Park was awarded the Rosa Barba International Landscape Architecture Prize in 2021. MVVA was selected as the Firm of the Year by the American Society of Landscape Architects in 2016.

UTILE

Utile is a multi-disciplinary planning, urban design, and architecture practice based in Boston. The firm's expertise includes zoning regulation analysis; an understanding of market-driven building types; site planning focused on the strategic layout of streets, blocks, and parcels; and the place-specific design of the larger public realm. Utile is adept at producing alternative development scenarios shaped by financial goals, regulatory context, environmental considerations, and a social agenda informed by community input. Rather than simply balance these factors, Utile seeks a compelling synthesis that can inspire elected officials, potential development partners, and the full range of stakeholders.

DHARAM CONSULTING

Dharam Consulting is a 60-person MBE/DBE certified Cost and Risk Consultancy formed in 2013. The business quickly expanded in 2014 and 2015 with new offices located in Philadelphia, Boston, and Washington DC. In 2021, Dharam opened a San Francisco office, shortly followed by offices in San Diego and Los Angeles. The company concentrates on doing what it does best: providing the highest quality pre-construction services including cost &

risk, schedule, logistics, and procurement advice to clients. Project benchmarking, data analytics and market reports support Dharam Consulting's services, which go beyond simply estimating.

SE GROUP

For over 60 years and through thousands of projects around the world, SE Group has been working with public- and private-sector clients to deliver extraordinary experiences and enduring value through strategy, permitting, planning and design. SE Group has won an extensive list of awards for excellence in planning, landscape architecture, design and recreation; among them the 2022 Vermont ASLA Chapter Award, 2021 Vermont ASLA Public Places Award, and the 2021 Vermont Recreation and Parks Association Award.

FREEMAN FRENCH FREEMAN

Based in Burlington since 1937, Freeman French Freeman (FFF) has completed many of Vermont's flagship projects by teaming with some of the world's leading design firms and specialty consultants. Top firms come to us because of our proven ability to manage complex projects, our strong relationships with local communities, and our unrivaled technical capacity. FFF has worked on the Burlington waterfront for

over 30 years and was the project lead for the Moran Frame project, completed in 2022.

ENGINEERING VENTURES

Engineering Ventures' commitment to innovation, combined with an enjoyable and focused working environment, leads the team to high-quality engineering solutions with pragmatic applications. Structural services include building code compliance, new building system structural design, historic building evaluation and restoration, load analysis and design, rigid and braced Frames for earthquake and wind, foundations, composite systems, and roofs. We are well-versed in heavy timber, structural steel, light gauge steel, reinforced concrete, and masonry. Our long-term working relationships with clients and regulators facilitate timely and predictable permitting processes.

DGA

Celebrating over 30 years of lighting design excellence, Domingo González Associates brings not only a dynamic creative vision to the enhancement of architecture through illumination, but also a philosophy that allows its clients a clear window into the design process. DGA's varied portfolio of transportation, education, historic

preservation, corporate, hospitality, healthcare, and infrastructure projects reflect our broad range of lighting expertise.

IRRIGATION CONSULTING, INC.

Irrigation Consulting, Inc. is a New England based firm providing water and energy conservation, independent irrigation design, and management services with offices located in the greater Boston and Charlotte areas as well as Georgia and Washington, D.C. The firm's technical expertise provides clients with cost savings through superior engineering, design and forethought. Through detailed coordination with clients and professionals, involvement in planning and construction, and discussing the maintenance and projected use of irrigation systems, Irrigation Consulting can provide the best design solution tailored to a project.

ALTIERI SEBOR WIEBER, LLC.

Altieri has provided MEPF engineering design services to architects and building owners for over 60 years. Our reputation as an industry leader is based on the seamless integration of systems within architecturally challenging environments. A Small Business Enterprise (SBE) certified by the State of Connecticut, Altieri is noted for its multi-disciplinary expertise, "gold

standard" creative design, attention to detail, and outstanding team coordination. The firm was awarded the 2020 Architectural Engineering Institute (AEI) Most Innovative Project Under \$100M for Corning Museum of Glass, Contemporary Art + Design Wing and Amphitheater Hot Shop and the 2022 AEI Most Innovative Project Over \$100M for Glenstone Museum.



Bike Trails and Bridge
Shirley Chisholm State Park, Brooklyn, NY

TEAM CAPACITY

MVVA carefully tracks allocation of personnel. We can confidently affirm that our team can integrate the Frame into our current workload and meet the deadlines established as part of the project schedule. As a firm of 100 people, we have a deep pool of talent as well as a diverse range of expertise. In addition to internal project management, we utilize long-term and short-term projections to manage the flow of work across the firm so that we can ensure that every client's needs are met. At present, a recent shift in our workload has resulted from the transition of ongoing projects into construction administration. This will allow MVVA's highly effective staff to take on new projects like the Frame.

MVVA maintains oversight of the collaborative work of our team—including tracking staff hours, subconsultant progress, design budget expenditures, and percent completion. We are vigilant in managing the interconnected relationship between document development, project schedule, design ideas, and cost implications, focusing on client expectations regarding quality, durability, and sustainability. We have successfully led teams of up to 20 subconsultants through complex park processes, coordinating meetings, presentations, drawing sets, billing, and all other aspects of interdisciplinary collaboration.

Having constructed hundreds of projects of all sizes in our 40-year history, MVVA understands that budget management, quality control, cost management, successful permitting and approvals, and schedule management are responsibilities that need to be integrated into design thinking at every stage. Our quality control measures for the Frame project would start at the project kick-off and continue through design documentation phases, and then on through bidding, construction, and completion. During construction administration, MVVA is proactive in our approach to quality control and the timeliness of submittals and field reviews. If changes arise, we work quickly and collaboratively to find solutions.



MVVA Office



Ralph C. Wilson, Jr. Centennial Park Detroit Community Workshop



Staff Setting Up for a Meeting





Matthew Urbanski
Partner in Charge

917-731-5792
murbanski@mvvainc.com



Brooklyn Bridge Park, Brooklyn



Gathering Place for Tulsa, Tulsa



Harold Simmons Park, Dallas



Port Lands Flood Protection, Toronto



Dorothea Dix Park, Raleigh



Shirley Chisholm State Park, Brooklyn

As a partner at MVVA, Matthew has been a part of the leadership team for nearly all of the firm's major public parks. Matthew would provide guidance for the Moran Frame landscape and oversee the design process. His work benefits from his deep knowledge of planting and his belief that enjoyment and delight are essential programmatic elements for built landscapes. He was a lead designer of Brooklyn Bridge Park in Brooklyn, Chelsea Cove of Hudson River Park in New York, Alumnae Valley at Wellesley College, and Allegheny Riverfront Park in Pittsburgh. Matthew is an Adjunct Associate Professor of Landscape Architecture at Harvard's Graduate School of Design and is a co-owner of Red Hill Nursery in New Jersey.

Education

MLA, Harvard University
BS, Biology, Albright College
Delaware Valley College of Science and Agriculture, specializing in Horticulture



Hillary Archer
Senior Associate
Project Manager

917-231-4687
harcher@mvvainc.com



Gipson Play Plaza, Raleigh



RCWJ Centennial Park, Detroit



Stevens Institute of Technology, Hoboken



U of Cincy Old Chem, Cincinnati



Dorothea Dix Park, Raleigh



Shirley Chisholm State Park, Brooklyn

Hillary would be the MVVA team's project manager, in charge of day-to-day communications with our subconsultants as well the City Project Team and local stakeholders. At MVVA, Hillary oversees design development and construction for several large-scale public park projects. As a PM, she handles project scheduling, budgets, subconsultant coordination, public engagement, communications, graphic production, design documentation, permitting, and construction. Her experience working with complex client and owner groups made up of federal, state, and city agencies has been instrumental in creating long-lasting client relationships and world class urban parks. She also produces videos, graphics, and renderings.

Education

MLA, Harvard University
BS, Natural Resources & Urban Ecology,
University of Vermont

MVVA BIOS



Nadia Chan
Senior Designer

647-999-8203
nchan@mvvainc.com



Colgate University, Hamilton



Bush Terminal Park, Brooklyn



Dorothea Dix Park, Raleigh



Perot Museum, Dallas



The Ravine, Hamilton



Building & Site Analysis, Raleigh

As the project designer, Nadia will produce design studies and graphic presentations pertaining to the aesthetic and technical aspects of the Frame project. She will be involved in project coordination on a daily basis. Nadia brings experience in landscape, architecture, and interior design to MVVA, with a particular interest in how design can elevate the stories of the people, habitats, and materials of a place. Her technical skills include producing visual representations, 3D modelling, and physical model-building.

Education

MLA, University of Toronto

BA, Environmental Design, Ontario College of Design University

UTILE

TIM LOVE, FAIA LEED AP PRINCIPAL-IN-CHARGE

Tim Love is the founding principal of Utile. Love's primary focus is the relationship between individual works of architecture and the larger city. His work is not driven by aesthetics, but by collaborative, deep-dive research focused on the technical, cultural, regulatory, and environmental issues of urban design problems. Love and his teams find opportunities for design by uncovering latent issues and fully leveraging and synthesizing them. Love works on diverse projects of varying scales, including regeneration strategies for aging industrial areas and master plans for new urban districts.

LOREN RAPPORT ASSOCIATE, URBAN DESIGNER AND ARCHITECT

Loren Rapport is an architect who designs at the intersection of architecture, infrastructure, and urbanism. She is particularly interested in patterns of mobility and their impact on urban form. Since joining Utile as an urban designer in 2021, she has leveraged her design sensibilities for projects at multiple scales: managing the zoning redesign for Newton's Village Centers, leading a graphic toolkit for the MBTA that proposes strategies for bus priority implementation, and creating architectural test-fits for sites with diverse urban conditions. Loren holds a Bachelor of Architecture from Cornell University, and a Master of Architecture in Urban Design with distinction from the Harvard University Graduate School of Design.

JONATHAN PALAZZOLO, AIA ASSOCIATE, ARCHITECT AND URBAN DESIGNER

Jonathan Palazzolo is a registered architect in New York and Massachusetts and brings extensive experience in the design of residential, institutional, and public realm projects at varying scales. Since joining Utile in 2021, Jonathan has led the design of a 280-unit mixed-use residential project in Somerville, a study of alternative form-based zoning approaches for the Alewife district in Cambridge, and urban design proposals for a large site on the south side of Burlington, VT, done for a consortium of property owners that include a developer, Champlain College, and the City of Burlington. Jonathan received his B.A. and B.Arch. from Rice University in Houston, Texas.

DHARAM CONSULTING

MATHEW CONRAD SENIOR CONSULTANT

A Senior Consultant of Dharam Consulting, Mat has over 13 years of experience in pre-construction estimating, project management, budgeting, scheduling and risk analysis in all sectors of construction including Higher Education, K-12 Schools, Performing Arts, Cultural, Commercial and Residential projects. He is adept at leading teams and working alongside owners, architects, construction managers, planners, and engineers to ensure that the owner's expectations have been met and are reflected in the program and budget. Mat is adept at working in time-sensitive environments, driving project efficiency while ensuring optimal cost-savings, and mitigating construction risks. He graduated with a B.Sc. in Building and Construction Technologies from the University of Massachusetts as well as an OSGA 30 Certification.

RAJNEESH SAYAL, LEED AP DIRECTOR

Raj has over 33 years' experience in the construction industry working in all the main sectors with an emphasis in Parks & Recreation, Education, Healthcare, Federal, Commercial, and Cultural projects. His expertise includes managing teams and projects from conception to completion including providing early phase cost modeling and cost planning as well as leading the cost management process through all phases of a construction project.

As a Lead Cost Estimator, Raj is a cost consultant who always performs at the highest level, achieving trusted advisor status with all his clients. He is an experienced practitioner of the early project alignment process which includes close examination of a client's expectations around program, quality, and cost. He is skilled in facilitating the process of client and design team collaboration, enabling stakeholders to make informed decisions regarding project budget and risk tolerance. Raj graduated with a B.S. in Civil Engineering from Thapar University in India.

JOSHUA FODERA SENIOR COST CONSULTANT

A Senior Consultant of Dharam Consulting, Joshua has over five years professional experience in pre-construction estimating and project management in all sectors of construction including Parks & Recreation, Residential, Cultural, Sporting Facilities, Education, and Aviation. Based in our New York office, Joshua has spent his time working with architects, engineers, and project teams in order to provide owners and developers seeking project clarity. Joshua graduated with a B.A. in Finance and Business Administration from Gordon College. He also has a Construction Management Certificate (WIP) from the Wentworth Institute of Technology.

SE GROUP

ADAM PORTZ, ASLA, PLA DIRECTOR OF DESIGN

A Registered Landscape Architect, Adam has over 20 years of experience and contributes to an array of projects across all of SE Group's markets. He balances a creative approach to master planning and site design with a solid technical foundation—delivering contemporary designs that are also context sensitive. He has served on the Executive Board of the Vermont Chapter of ASLA, where he has been recognized with numerous awards. Adam has also been a guest studio critic at the University of Vermont and Vermont Technical College. Adam has a Bachelor of Landscape Architecture from Virginia Polytechnic Institute and State University.

PATRICK OLSTAD, ASLA, PLA, LEED AP SENIOR LANDSCAPE ARCHITECT

Patrick is a licensed landscape architect with over 20 years of experience with a diverse, multi-scale projects. He has a strong artistic sensibility for materials and forms that are expressed through custom design details. Additionally, as a LEED accredited professional, Patrick finds opportunities to integrate ecological and low-impact design strategies into each project's aesthetic. Patrick has a Bachelor of Science in Landscape Architecture (Magna cum laude) from Cal Poly San Luis Obispo, and he spent a formative year abroad studying landscape architecture at the Agricultural University of Norway. Patrick's work has received recognition through multiple awards, and he has been a featured speaker for the Vermont Urban and Community Forestry Tree Stewards Conference.

ELENA JUODISIUS LANDSCAPE DESIGNER

As a landscape designer, Elena works on a wide range of projects, from site-responsive planting plans and construction details to helping communities visualize the potential of places. Passionate about connecting people to the natural world in balanced and meaningful ways, Elena brings her creative and detail-oriented problem solving to every project. Elena's background includes ecological inventory and design, working in design-build creating intimate spaces, and community engagement. Elena holds a Bachelor's degree in Environmental Science with a minor in Art from Allegheny College, and a Masters of Landscape Architecture from the State University of New York College of Environmental Science and Forestry.

FREEMAN FRENCH FREEMAN

Alex Halpern, AIA, NCARB
PRESIDENT & PRINCIPAL IN CHARGE

Alex is a talented architect who has helped design many of Vermont's most prominent public buildings, such as UVM's new STEM Complex, the Pomerleau Family YMCA, and Moran Frame. He has nearly 30 years' experience as an architect and was named President of the firm in 2022.

Jamie Wagner, AIA, NCARB, LEED AP, CPHC
PROJECT ARCHITECT

Jamie joined FFF in 2015 after working for firms in Chicago and Columbus, Ohio. She has helped design multiple Burlington projects including the Pomerleau Family YMCA, City Market South End, and Moran Frame.

NATHALIA ELLIS, AIA

Nathalia brings an architect's eye and a passion for sustainability to every project. She has over 10 years' experience as an architect and was part of the "New Moran" team from 2013-16. Originally from Brazil, Nathalia is a leading advocate for increased diversity, equity, and inclusion in the Vermont design community.

ENGINEERING VENTURES

RUSS MILLER-JOHNSON, P.E. STRUCTURAL PROJECT ENGINEER/ PRINCIPAL

Russ has over 35 years of experience in sustainable structural engineering design, including lead engineer roles in management and execution of projects. With significant, experience in assessments, renovations, rehabilitations, additions, expansions, field inspection, and construction engineering, his involvements in sustainable projects include work on the Moran Frame Phase I and Burlington Waterfront Skate Park and Fountains.

PAUL M. BOISVERT, P.E., LEED AP SENIOR ENGINEER, PRINCIPAL

Paul joined EV in 2007, bringing with him a wealth of experience in water quality engineering, site design and permitting. In 2012, Paul became a principal of the firm and senior engineer with supervisory responsibility for growing team members of engineering. Paul's wide range of experience includes site design, project management, contract administration, and permitting at the local, state and federal levels.

ROBERT A. NEELD PRESIDENT

As the President of Engineering Ventures, Bob Neeld has been integral in making his company one of the most respected civil and structural engineering firms in Vermont. His passion for creative engineering solutions has carried through his 39 years of experience with consulting firms in the Northeast. Bob's work encompasses everything from well-known, award winning projects to small jobs for direct clients. He is well known for his ability to communicate complex technical issues in an easy-to-understand manner.

JULIA GINORIO, P.E. CIVIL PROJECT ENGINEER

Julia joined EV in 2018 after working as a project engineer in the construction industry. Her prior experience includes writing technical submittals, preparing permit applications, and managing client relationships. She worked for the Vermont Department of Environmental Conservation to analyze rainfall and streamflow data with RStudio.

KEITH L. GINGUE ENGINEERING DESIGNER

Keith Gingue, a Vermont Technical College graduate with a Bachelor of Science in Architectural Engineering, joined our structural department in 2006 as a Design Technician. He has prior experience designing custom Post & Beam home packages with architectural drawings. His recent projects include the Perry Hall Restoration and Addition at Champlain College in Burlington, Vermont, where he is working on two new dormitory buildings, and two new US Canada Border Stations in Swanton, Vermont and Beecher Falls, Vermont.

PETER GIBBS, P.E. VICE PRESIDENT

Peter Gibbs has been practicing site and civil engineering for over 30 years in the states of New York and Vermont. He previously owned a firm based in Westport, NY, engaging in site development and municipal engineering projects, and was also an owner of a combined Architecture, Engineering, Surveying, and Materials Testing firm in New York.

DGA

DOMINGO GONZALEZ, LC, IES, IALD PRINCIPAL IN CHARGE

Domingo Gonzalez has been practicing lighting design for the last 43 years, serving as the lead designer on over 1,900 projects worldwide. His varied background in architecture, interior and product design has facilitated a broad range of built work on a diverse range of projects, encompassing transportation, civic/cultural, hospitality, healthcare, historic preservation, parks, streetscapes, education, corporate facilities and master planning. Domingo graduated from the City College of New York with a B.S. degree in Architecture. Since 1991, he has been on the faculty of the School of Architecture (adjunct) teaching lighting design, and has lectured on the topic at various institutions around the country.

ILVA DODAJ, LC, IES, IALD, LEED AP, **ASSOC. AIA** DIRECTOR

Ilva joined DGA in 2007, while working toward a Bachelor of Architecture degree at the City College of New York (CCNY). After transitioning to a full-time staff basis in June 2011, Ilva has rose to the position of Senior Designer in 2015 to Senior Associate in 2019. In 2018, Ilva received the prestigious 40 under 40 Professional Lighting Designers in North America award. In addition to numerous academic accolades and her DGA experience, Ilva has also worked as a Teaching Assistant for the Lighting & Acoustics class at the City College of New York and is now a co-instructor.

PHAT QUACH, LC, IES, LEED GREEN **ASSOCIATE** DIRECTOR

Phat joined DGA in 2011 after receiving a Bachelor of Science degree in Architecture from Temple University's School of Art. With 11 years at Domingo Gonzalez Associates, Phat's contributions have become integral to the firm's mission through his experience on a broad range of institutional and transportation projects. He brings a high standard of care and insight to all project types, small and large, from primary schools to large-scale bridge infrastructure. DGA benefits on many fronts from Phat's strong sense of detail, and he has become a sought-after mentor to younger staff, focusing on software training and internal process improvements.

IRRIGATION CONSULTING, INC.

**BRIAN E. VINCHESI, LEED AP, CID, CIC,
CLIA, FASIC
PRINCIPAL**

Brian Vinchesi, a degreed agricultural (irrigation) engineer has served as the President of Irrigation Consulting, Inc. since 1988. He performs consulting services throughout the United States and overseas, and is responsible for field evaluation, construction administration and project management. He is a member of the GCBAAs Certification Board of Governors. He is a past president of the Irrigation Association and the American Society of Irrigation Consultants. He serves on many Irrigation Association committees including his role as Past Chair of the Smart Water Applications Technology initiative as well as the IA Standards and Codes Committee. He is a LEED-AP, the 2015 Irrigation Association Industry Achievement Award Winner and the 2009 EPA WaterSense Irrigation Partner of the Year.

**JEFFREY R. BOWMAN, LEED AP, EIT, CID,
CLIA
SENIOR PROJECT MANAGER**

Jeff has served as a practicing independent irrigation consultant for over 25 years, having joined Irrigation Consulting in 1997. He is responsible for project management, engineering, design and construction administration and management for sports fields, public parks, green buildings, commercial development and golf course irrigation projects. He is a LEED® Accredited Professional by the United States Green Building Council, an EPA Water Sense Partner, an Irrigation Association (IA) Certified Irrigation Designer and a Certified Landscape Irrigation Auditor. Over the span of his career, Jeff has worked on over 2,000 irrigation projects, located domestically and abroad, where he has used his vast knowledge and experience to develop technically sound and environmentally responsible solutions to complex irrigation and water supply challenges.

**JESSICA L. WATTERS, CID, CLIA, GCLP
IRRIGATION DESIGNER**

Jessica has been an irrigation designer for over ten years, having joined Irrigation Consulting in 2012, specializing in landscape and turf irrigation. She is responsible for design of a diverse range of irrigation systems, water use analysis, and water supply coordination. Jessica has spent over twenty years in the landscape industry, bringing a thorough knowledge of horticulture and landscape maintenance to complement her irrigation designs. She has been a Georgia Certified Landscape Professional for the majority of her career and is a Certified Irrigation Designer and Certified Irrigation Auditor through the Irrigation Association.

ALTIERI SEBOR WIEBER LLC.

MICHAEL A. FRELIECH, P.E. PRINCIPAL AND HEAD OF BOSTON OFFICE

Michael Freliech's exceptional leadership drives Altieri's renown for successfully meeting design challenges with innovative integration and control of advanced MEP systems. Mike joined Altieri in 1997. As a Principal since 2007, he heads one of Altieri's five design studios and leads the firm's Boston office. The overall project direction Mike provides ensures that Altieri's designs prioritize the character and integrity of the architecture and maintain the client's vision as our paramount intention. Mike's significant portfolio is highlighted by complex, often multi-phase programs for historic buildings such as the 750,000 sf National Museum of American History. His emphasis on sustainable solutions supports client goals notably North Carolina Museum of Art, Cornell University College of Veterinary Medicine, and Cornell Law School's Academic Center and Commons, one of Cornell's first projects to achieve LEED Platinum.

PETER J. SABOURIN, P.E. SENIOR ENGINEER

Peter Sabourin's considerable problem-solving skills are instrumental to the design of systems of education and cultural programs. Pete joined Altieri in 2015 and continues to prove himself a highly capable mechanical engineer and project manager. He led Altieri's design work for two significant museum projects: Asheville Art Museum and Mattatuck Museum, and multiple private residences requiring seamless integration of systems within the architecture. From his Boston-area location, Pete is a key project leader for local projects. He is a lead presenter of Altieri's webinar on Healthy Buildings.

MARIUSZ ZAKRZEWSKI, LEED AP ASSOCIATE

Mariusz Zakrzewski has distinguished himself as a formidable electrical systems designer and project manager with particular expertise in thorough field investigation. Mariusz joined Altieri in 2002. He served as Prime Consultant on numerous large infrastructure projects at the American Museum of Natural History covering 1.6 million square feet. His role in the management of sub-consultants, including architects, structural engineers, landscape designers, and building department consultants proved key factors in the successful completion and commissioning of these projects. Mariusz' collaboration and team coordination skills have also been key factors in Altieri's success with significant higher education projects such as the recently completed Prior Performing Arts Center at College of the Holy Cross.

4. Relevant Projects

BROOKLYN BRIDGE PARK

Brooklyn Bridge Park (BBP) is an 85-acre, 1.3-mile stretch of the East River waterfront that was completed in 2022 after more than 20 years of planning, design, and construction. Phased construction ensured that some parts of the park were open while others were in process, allowing BBP to build a diverse constituency over time. Community engagement for the 85-acre park included over 200 public meetings, resulting in provisions for a wide range of activities, from birding to basketball. As part of the master planning effort, led by MVVA, revenue streams were created to match the operational needs of the park.

The park’s urban setting presented constraints that became generators of form: the roar of traffic from the Brooklyn-Queens Expressway to the east, and the sight of the two-tiered highway, was muted and screened by a system of 20- to 30-foot-tall earthen “sound berms” that also form a lush backdrop and wildlife corridor.

Visitors enter the park from a number of locations along its length and BBP’s circulation network offers visitors multiple ways to experience the landscape, as well as enabling different forms of mobility through a diversity of landforms. The major park promenade, known as the Greenway, was designed for high-volume use and

feeds into intimate secondary paths that lead visitors through lushly planted uplands to different types of smaller park spaces and seating areas. Located on fill, the uplands are distinguished by their varied topography, lawns, plantings, and distinctive outdoor spaces, inviting relaxation that complements bustling activity in the rest of the park. Intersections of pathways with crests and valleys create dramatic sightlines and elevations that allow for moments of surprise within the landscape.

To reduce both dollar and resource cost, the park’s construction includes the installation of found materials, including several historic pier structures, as major site furnishings. In salvaging materials from the past, the park carries forward elements of its industrial history for the enjoyment of its present visitors. MVVA coupled the programmatic needs of the park to the condition of the piers—structures with greater weight-bearing capacity transformed into park landscapes with heavy soil and topography, while other piers held lighter programming like sports fields.

Park planting contributes to both the ecological richness of the site and the environmental comfort of park visitors, creating shade for the summer and wind protected areas. MVVA designed the park

to withstand a 100-year flood event with resiliency measures that include installing rootballs above the inundation zone and durability requirements for infrastructure at lower elevations. Today, the East River is accessible via BBP’s kayak launches and a wading beach that doubles as an outdoor classroom.

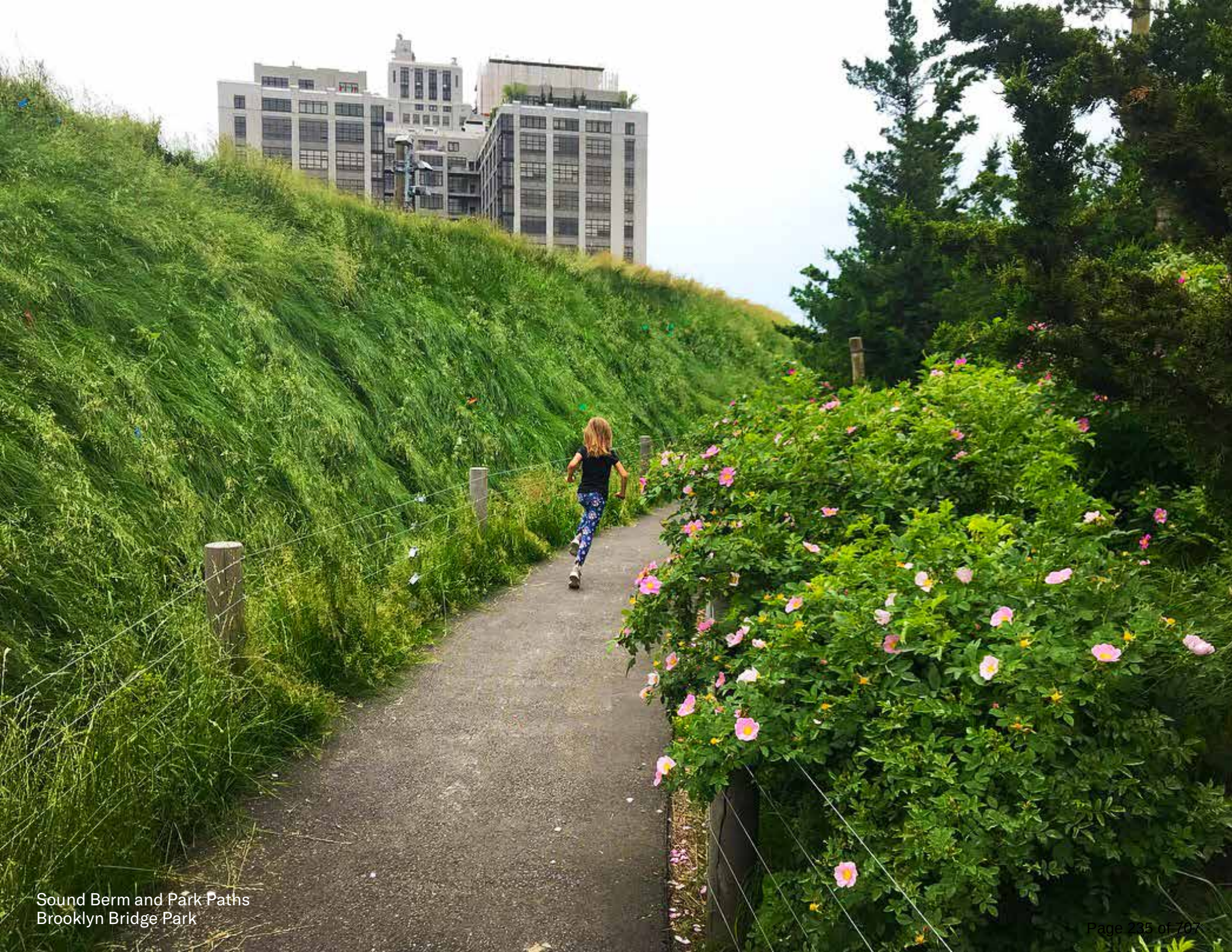
Brooklyn Bridge Park was planned with long-term maintenance and upkeep considered as part of the design process, along with provisions for funding the park in perpetuity. Today, BBP is enjoyed by millions of users, including visitors from across the world and neighbors down the street. It will continue to serve generations to come, thanks to the careful planning of its economic and environmental futures.

PROJECT DATA

Location:	Brooklyn, New York
Project Area:	85 acres
Project Duration:	1999—ongoing
Client:	Brooklyn Bridge Park Conservancy



Amphitheater
Brooklyn Bridge Park



Sound Berm and Park Paths
Brooklyn Bridge Park



Something For Everyone

With five million visitors annually, the park offers something for everybody. It has become a vital part of Brooklyn beloved by residents and tourists alike.



Repurposed Pier Structures
Brooklyn Bridge Park

MAGGIE DALEY PARK

Maggie Daley Park is a place to play for visitors of all ages, including the elderly, teenagers, and small kids. Responding to the desires of the existing neighborhood, as well as an influx of new residents, this downtown park features hot spots of activity within an enveloping park landscape. New neighborhood landmarks like the Play Garden and the Skating Ribbon are bustling year-round. Caught up in the fun of an urban oasis punctuated by play, robust planting, and spectacular views, the average park user probably doesn't even realize that the park is built over a 4,000-car parking garage and that it is the second largest green roof in Chicago.

During planning and design, MVVA helped lead public meetings in several locations in the vicinity of the park, and in more distant neighborhoods. Small focus sessions were held with various stakeholder groups, and a park programming survey was launched, linked to the project website. Feedback from the community revealed a desire for neighborhood-based programming, better connections to the surrounding context, and for different types of landscape experiences, including both active and peaceful places.

The park features a wide variety of integrated program elements (Climbing

Wall, Café, Field House, Skating Ribbon, Play Garden) designed to appeal to multiple age groups, including frequently underserved groups such as older adults, and teens. New hills and valleys throughout the park help obscure the presence of garage-related mechanical vents while also providing experiential variety. The park's rolling topography and curvilinear pathway layout also creates areas that provide shade in summer, protection from wind, and slopes designed for optimal solar orientation in shoulder seasons. The coordination of landforms and vegetation promotes a sense of safety as well as shelter from adverse environmental conditions. The resculpting of the terrain also enabled new accessible entries around the park perimeter, each connecting to major park pathways.

PROJECT DATA

Location:	Chicago, IL
Project Area:	27 acres
Year Complete:	2013
Client:	Chicago Parks District



Year-Round Use of Skating Ribbon



Multiple Programs Include a Climbing Wall



Multi-Functional, Iconic Park Elements



Site Plan
Maggie Daley Park

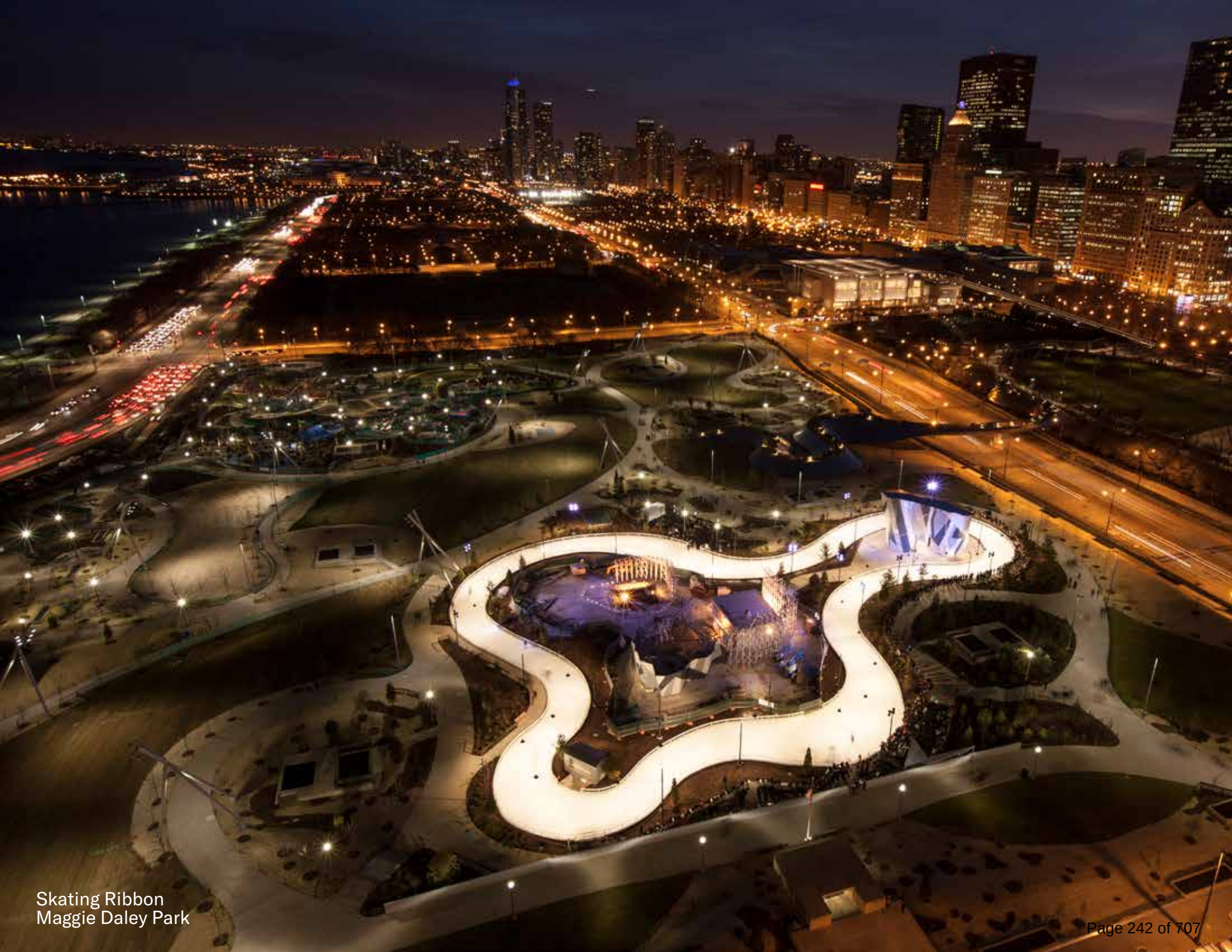
SCALE
0 30' 60'
CHICAGO PARK DISTRICT
MICHAEL VAN VALKENBURGH ASSOCIATES, INC.
1 APRIL 2012



Skating Ribbon Rendering for Donors
Maggie Daley Park



Skating Ribbon Rendering for Donors
Maggie Daley Park



Skating Ribbon
Maggie Daley Park

GATHERING PLACE FOR TULSA

The Gathering Place is a 65-acre park situated along the Arkansas River, just two miles from downtown Tulsa. Funded by the George Kaiser Family Foundation and developed in close collaboration with city officials and the local community, the new park transforms a flat, windblown, and sunbaked site into a democratic space that brings together the people of Tulsa. The city’s hot summers and riverfront location inspired the conception of water as a defining element of the park.

Topography subdivides the site into a series of smaller spaces, each supporting a variety of activities with the goal that every visit is an opportunity to enjoy something new. Park program includes play for all ages, water features, gardens and naturalized planting areas, boating, cafés and restrooms, picnic areas, and events areas. Local stone, used generously throughout the park, helps connect the Gathering Place to the region’s natural geology while panoramic views out to the Arkansas River create a sense of boundlessness. Multimodal access is facilitated through strategic vehicular entry points and parking lots as well as bike trails that thread through the park. New pedestrian land bridges help unite the park’s uplands and riverfront areas into a cohesive whole.

Play spaces within the park are bold and richly programmed, focusing on imaginative and tactile play with a robust array of physical challenges, set within a woodland landscape, utilizing many large existing oaks. The design also includes a skatepark and basketball courts that give teenagers and young adults opportunities to enjoy the riverfront in a welcoming public space. The park also supports education, with a range of nature and arts-based programs that are integrated with public school curricula. A mix of different program uses encourages family recreation as well as lifelong learning and social engagement. In addition, evening use of the Gathering Place feels safe and comfortable, with lighting throughout and an active calendar of movies and other events drawing people to the park.

PROJECT DATA

Location:	Tulsa, OK
Project Area:	66 acres
Year Complete:	2018
Client:	George Kaiser Family Foundation



Fiesta de Tulsa at the Event Lawn



Pedestrian Tunnels and Bridges

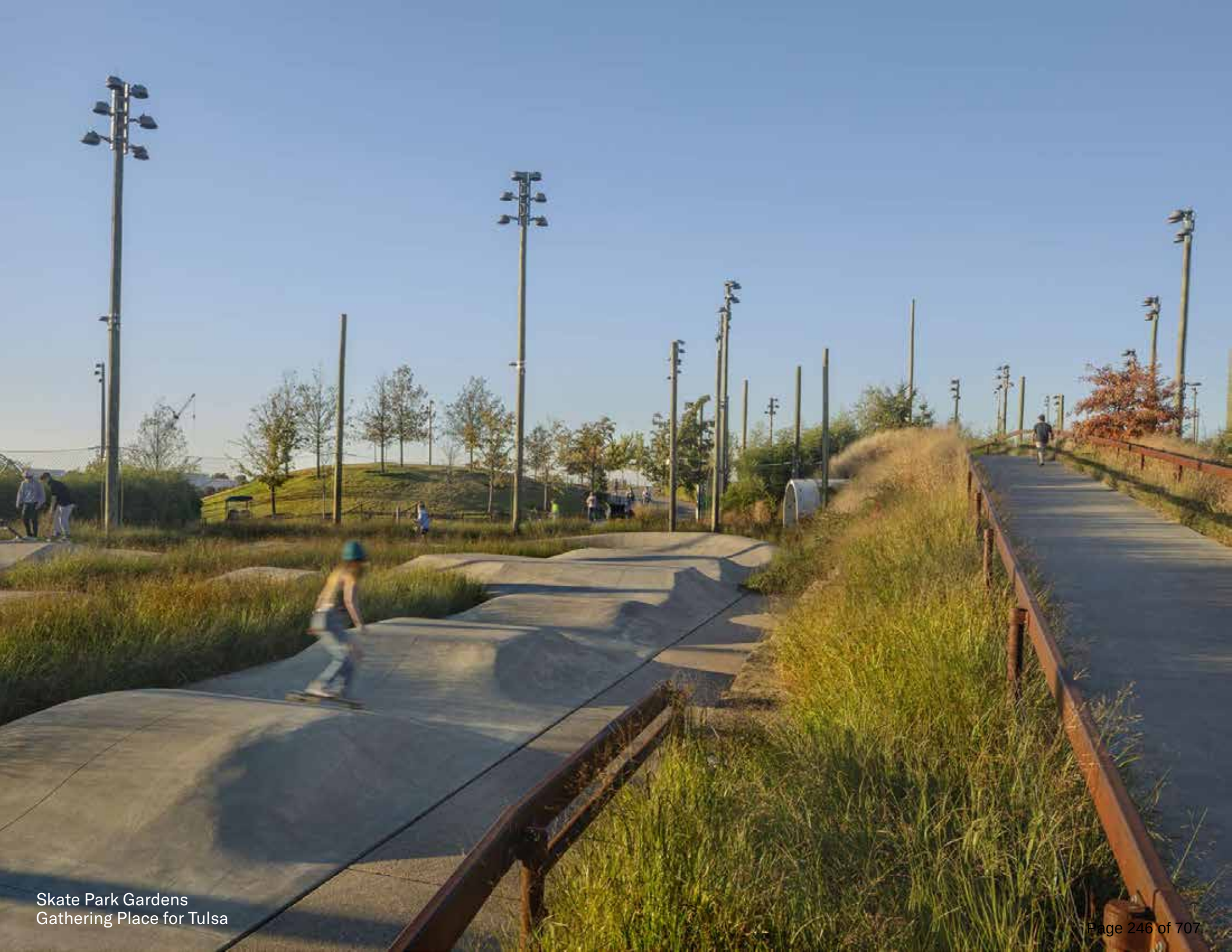


Integrating New Architecture & Existing Tress





Skate Park Garden Rendering
Gathering Place for Tulsa





CORKTOWN COMMON

Corktown Common combines essential flood protection for Toronto’s fast-growing West Don Lands with a beloved neighborhood park. Industrialized since the mid-nineteenth century and a brownfield for decades, the site was previously a gateway for floodwaters that threatened more than 500 acres of the city. A 13-foot-high clay landform alongside the Don River reshapes the floodplain to propel water south toward Lake Ontario, and Corktown Common sits on top of and beside this infrastructural element. On the Common’s east side, a prairie-like landscape is designed to flood, giving the river a soft, resilient edge. The west side is elevated and designed to remain dry, except for a constructed marsh that collects rainwater for park irrigation, conserving approximately 145,000 gallons per day in peak season.

The park contains areas bursting with activity as well as intimate paths meandering through native vegetation. Multi-use bridges snaking through the Common allow exploration for pedestrians and bikers alike, guiding users down to the grassy edges of a constructed marsh and allowing visual engagement with the diverse ecosystem. Paths wind through an aspen grove, while densely grouped perennials, including self-seeding

wildflowers drawn mainly from a native plant palette, attract butterflies and other pollinators in the spring and summer. Amid the explosive development of formerly industrial Corktown, the Common is a civic centerpiece that provides much-needed respite and open space as it shields the neighborhood from destructive floods. Amenities include a park pavilion complete with a fireplace for winter use, community picnic tables, a recreational field, and play areas featuring embankment slides, swings, and interactive sand and water elements. The landscape’s smooth integration with the built pavilion in proximity to the active play sites ensures year-round comfort and accessibility. The constructed marsh has become a habitat for turtles and marine life and serves as a bio-filtration system for the site’s runoff, which is then reserved for irrigation.

PROJECT DATA

Location:	Toronto, ON
Project Area:	16 acres
Year Complete:	2014
Client:	Waterfront Toronto



Park Pavilion & Native Vegetation



Park Pavilion Winter Use



Bike-Ped Bridges



MARTIN RICHARD PARK

Situated on the edge of Boston’s Fort Point Channel, Martin’s Park commemorates 8-year-old Martin Richard, who died tragically in the 2013 Boston Marathon bombing. The park is a celebration of Martin’s life, departing from traditional memorial sites in its expression of the exuberant and adventurous spirit of a young boy. Leading an intensely collaborative process, MVVA transformed a one-acre lawn adjacent to the Boston Children’s Museum into a playground that offers larger-than-life experiences for children of all abilities.

Martin’s parents charged MVVA with creating a playground that was inclusive but challenging, accessible but rugged, and above all, fun. Martin’s Park celebrates inclusion with opportunities for intrepid, exploratory, and natural play. Winding, accessible paths lined with sensory play equipment lift kids (and sometimes, the adults watching over them) to a bridge rising 12 feet above the adjacent Harborwalk, where they can enjoy expansive views across the Channel. A 40-foot-long wooden boat perched atop a cresting wave with a rubberized play surface serves as the centerpiece of the imaginative play area in the north section of the park. Two slides anchoring the south play area cascade down a scramble

of granite slabs reclaimed from the 2016 renovation of the Boston Public Library in Copley Square. Five white-flowering cherry trees encircle a type of climbing apparatus that Martin loved at other parks: a colorful web of ropes inside a sphere of thick steel pipes. The trees, symbolizing the five lives lost in the 2013 attack, bloom at the time of Marathon Monday each spring. Over a thousand more trees and shrubs are planted in the lush landscape that surrounds the playground.

Martin’s Park offers a meaningful space for neighborhood play as well as an engaging opening to the Channel. Together with the adjacent Boston Children’s Museum entry plaza, another MVVA landscape, the park responds to its surrounding amenities as an integral attraction along the Smith Family Waterfront that stretches between the Congress Street and Seaport Boulevard Bridges.

PROJECT DATA

Location:	Boston, MA
Project Area:	1 acre
Year Complete:	2019
Client:	Boston Parks and Recreation Dept.



Boston Harborwalk Connections



Pedestrian Bridges Connect Park Levels



Landscapes Interwoven with Playgrounds



Ample Seating and Shade
Martin Richard Park

UTILE



BUFFALO BAYOU EAST SECTOR
HOUSTON, TX

Utile was subcontracted by MVVA to design conceptual plans for select sites not intended for future use as parks. At Lockwood South, Utile interwove a plan composed of both single- and multifamily building types with public green spaces of various scales, including a public promenade providing direct access to waterfront parkland for visitors to create a regional destination. The principles of this plan were developed into design guidelines that will shape the development of other riverfront sites in the sector.



DOROTHEA DIX MASTER PLAN
RALEIGH, NC

Utile provided architectural, adaptive reuse, and urban design services to MVVA on this large-scale transformation of a historic hospital complex into a 21st-century urban park in central Raleigh, North Carolina. The design team worked closely with preservation expert (JKOA) and the Master Plan Advisory Committee to study and prioritize buildings best fit for preservation, rehabilitation, restoration, and demolition. In addition to examining Historic Structure Reports and archival building drawings, Utile tested conceptual program fits for a range of existing buildings. The final report highlights a range of viable reuse programs for each building type that would preserve historic character, create opportunistic adjacencies, and complement the park's future.



I-95 ON-CALL PLANNING
PROVIDENCE, RI

Utile serves as the on-call planning consultant for the I-195 Redevelopment District Commission in Providence, Rhode Island, which is responsible for the development of 21 parcels that were liberated by the relocation of the Interstate south of the Jewelry District in 2013. The most recent phase of the District's revitalization is the development of a pop-up seafood shack and public gathering space adjacent to the site where Wexford Science and Technology recently broke ground on a new 190,000 square foot Innovation Center, intended to engage residents and energize the surrounding area.



US CENTRAL DELAWARE RIVERFRONT PHILADELPHIA, PA

A Master Plan Concept Estimate was created for the Traverse City Downtown Development Authority for a re-design of the riverfront and pedestrian plaza along the Boardman/Ottaway River. The plan includes deep sheet piling for new concrete steps leading to the river, two cross-river pedestrian bridges, conversion of the Front Street alley to a pedestrian plaza, renovation of an existing car bridge, renovation of existing parking lot, and a feature bridge that remains floating in the water. The project was broken out into four phases with nine different areas and cost associated with each. Total area is 240,849 SF with a budget of \$63.5M.



TOTTENVILLE SHORELINE PROTECTION PROJECT STATEN ISLAND, NY

This project is a storm recovery and resilience initiative that responds to years of coastal storm erosion. The design will incorporate wetland enhancements, eco-revetments, hardened dune systems, shoreline plantings, maritime forest restoration, and earthen berms. This system would serve as a naturalized barrier to the looming threat of storm damage due to wave action while enhancing ecosystems. The project spanned from March to May 2022 with a total budget of \$32.5M.



STATEN ISLAND EAST SHORELINE PARKS MASTER PLAN STATEN ISLAND, NY

This project includes green infrastructure improvements to the East Shoreline Parks. The main park areas included in this project are Oakwood Beach, Cedar Grove Beach, Midland Avenue, Seaview Avenue, and Sand Lane. The scope of work includes neighborhood connections, a shoreline bike path, berms and earthen levees. Further flood mitigation includes parking lot swales, roadway swales, bio-swales, detention tanks, porous paving, and improved drainage. Wetlands restoration, dune scaping (wet dunes/back dunes with native plant materials), and meadow restoration are also included. The total budget is \$415,000.

SE GROUP



MORAN FRAME AT WATERWORKS PARK
BURLINGTON, VT

Moran Plant, built in 1953, is a historical coal-fired power plant known for its architecture and innovation. For decades, the City has invested time and effort into visions to reintegrate the former Moran Plant with the surrounding landscape. On August 19th, 2020, Mayor Miro Weinberger announced that the City of Burlington had broken ground to transform the Moran Municipal Generating Station into the Moran Frame. SE Group has retained by Freeman French Freeman to deliver the site design for the Moran Frame—and has been involved with the Moran project for over 10 years. SE Group would celebrate the opportunity to play a part in the ever-evolving Frame's next chapter.



WATERFRONT ACCESS NORTH
BURLINGTON, VT

SE Group worked with the City of Burlington to create a vision for the vacant Moran Power Generating facility, turning it into a vibrant, mixed-use activity center. Amenities for the project included a new bike path and pedestrian promenade as well as a skate park and integrated Community Sailing Center. In consideration of the project's environmentally sensitive location and past industrial use, extra care was given to integrate environmental remediation and innovate stormwater design. This project includes a series of gravel wetlands to help significantly reduce nutrient levels in the stormwater that enters Lake Champlain.



COLLEGE STREET - WATERFRONT PARK
BURLINGTON, VT

The College Street/Waterfront Access project was the first phase of a multi-project effort to improve access to and on Burlington's waterfront. The purpose of this project was to identify transportation investments that will improve traffic circulation and access around the waterfront for all modes with particular emphasis on enhancing the safety and clarity of pedestrian travel.

FREEMAN FRENCH FREEMAN



MORAN FRAME AT WATERWORKS PARK
BURLINGTON, VT

The Frame features the restored steel superstructure of the former Moran Municipal Generating Station, a coal-fired utility plant first commissioned in 1952. The plant closed in 1986, and for over 30 years multiple groups proposed alternative uses for the building and site. A breakthrough came in 2018, when the City of Burlington, community leaders, and FFF devised a plan to transform the building into a multipurpose public space. Phase One of the project deconstructed all of the building except for its steel Frame, removed toxic materials from the structure and site, and created new paths at ground level to lead visitors through the steel and concrete elements that remain. The result is a striking work of art and public gathering place designed to evolve over time.



POMERLEAU FAMILY Y
BURLINGTON, VT

After years of planning and fundraising, the Greater Burlington YMCA opened its new facility at 266 College Street on January 1, 2020. The fully accessible facility includes two pools, a gym, running track, three fitness studios, a large workout space bathed in natural light, and a large drop-in childcare/play space. Innovative MEP systems reduce energy use in a building with high energy and ventilation requirements. A cutting-edge “smart” storm water management system helps keep Lake Champlain clean. “Simply put, the Y’s new home allows us to do better, to expand upon who we serve, and help build a stronger community to address the challenges we face,” says Kyle Dodson, Executive Director.



CITY MARKET SOUTH END STORE
BURLINGTON, VT

City Market, Onion River Co-op wanted a second store that reflected its commitment to the local community, economy, and environment. The solution was a building that combines eclectic urban architecture with cutting-edge green technology on a reclaimed industrial site. Located in the South End Arts District, art is focal point of the new store. The result is unique architectural expression of the Co-op’s role as a national leader in the farm-to-table movement. The formerly abandoned site now invites the community in with cooking classes in a generous teaching kitchen, a meeting room for public use, an indoor/outdoor café, and a children’s discovery garden for unstructured play.



MORAN PLANT FRAME ADAPTATION BURLINGTON, VT

EV's team has invested in the Frame over decades, taking part in multiple plans and revisions from both a civil and structural capacity. Flood-level analysis was also performed for coastal and wind-driven rain exposure. EV also conducted design of overall site and utilities, including a gravel wetland stormwater treatment system.



WATERFRONT ACCESS NORTH BURLINGTON, VT

Work on the Burlington waterfront north of Penney Lane included the realignment of the bike path, the extension of Lake Street, a skatepark, a new building and boatyard for the Community Sailing Center, and the Moran Frame project nearing completion. To meet the City's goals and state stormwater requirements, the project also included gravel wetlands and bioswales for stormwater treatment. Given the industrial history of the waterfront and the fire of 1894, the site had significant challenges. These included soils contaminated with PAH and arsenic, unconsolidated fill, water lines in unmarked locations, and abandoned infrastructure. All grading and underground work needed to be carefully coordinated with the environmental engineers managing compliance with the Corrective Action Plan (CAP).



COMMUNITY SAILING CENTER BURLINGTON, VT

EV's work included stormwater treatment by bioswales, a boat storage yard with a stabilized/vegetated surface, and utility design. More recently, EV assisted the Sailing Center with site plans and permit assistance for a new gangway leading to a floating dock system. EV's staff aided the installation of a new gangway system at the Lake Champlain Sailing Center facility (LCSC). This was installed to meet accessibility requirements for the LCSC. In addition, EV's plan showed the relocation of the Sailing Center floating dock and boat launch, previously located at the Moran Building, to the new LCSC gangway system. This project required thorough coordination with the Army Corps of Engineers, the State of Vermont Agency of Natural Resources, and the City of Burlington for timely permit acquisition.

ENGINEERING VENTURES STRUCTURAL



MORAN PLANT FRAME ADAPTATION BURLINGTON, VT

The EV team has taken part in the Frame's evolution over decades, initiating multiple plans and revisions from both a Civil and Structural capacity. To preserve the iconic profile, the EV structural team strategically stripped and repurposed the portions of the Frame to create this super-structure. Prior to the renovation, EV provided an analysis of the structural integrity of the base level of the building.



ALBURGH DUNES STATE PARK AND TIMBER BATH HOUSE ALBURGH, VT

Alburgh Dunes park is located on the shore of Lake Champlain in a unique sand dune environment, sandwiched between the lake and adjacent wetlands. The park includes a long, sandy beach and sand dunes. A combination of poorly controlled use and tree cutting had degraded the facilities and beach, along with a black spruce bog located on the leeward side of the dunes. The redesigned facility included formalized parking areas, changing facilities, and a playground. All were built on sandy soils overlying deep peat and clay deposits or ledge. This required the use of shallow, frost-protected foundations for the new buildings.



DRUMLIN FARM AUDOBON CENTER LINCOLN, MA

The Drumlin Farm Audubon Center is an Environmental Learning establishment. The owners pursued this project to create an environment that reflected their values. EV provided structural engineering services for the construction of the new 3,600-sf single-story office and education center at the Massachusetts Audubon wildlife sanctuary. The rooftop was designed to support solar panels across the entire surface; as a result, the building produces more renewable energy than it consumes. This net-zero energy facility serves as a forward-thinking educational model of energy-saving features and green-building sustainability.



BROOKLYN BRIDGE PARK BROOKLYN, NY

Mindful of the residential properties that overlook the park, the lighting in the iconic waterfront Park was designed to preserve nighttime views of Manhattan from the Promenade and beyond. Brooklyn Bridge Park is the first park in the US (if not the world) to utilize metal halide dimming on a park-wide basis. (Original metal halide fixtures have been converted to LED.) Multiple lighting states enhance nighttime activity; lend a sense of moonlight over the Park's vast lawns, transitioning to minimum light for after-hours security, to help the Park remain a "good neighbor" to Brooklyn Heights.



WEST RIVERFRONT PARK & AMPHITHEATRE NASHVILLE, TN

Nashville's new Riverfront Park offers visitors greenways, dog runs, play areas, ornamental gardens and a distinctive amphitheatre shaped like a guitar amplifier. Throughout the park and stage area, lighting was finely-tuned to integrate with landscape elements and accent local materials. Formerly a brownfield, now a LEED Gold achievement, the 11-acre park's one mile of paths are lit with full-cutoff precise distribution luminaires, whereas lawns are lit just enough to be welcoming. Design (inclusive of the creation of custom fixtures) and construction was completed within a two-year window.



HUDSON RIVER PARK MASTER PLAN & SEGMENT 4 NEW YORK, NY

Commencing in 1992, DGA collaborated with the original joint venture design team to develop a comprehensive master plan to guide the ultimate design of Hudson River Park, a 550-acre, 4-5 mile-long waterfront park along Manhattan's West Side. 2003 saw the completion of the 6-year, \$46 million effort to develop Segment 4 of the new Hudson River Park. DGA's scope of work included the development of lighting designs and contract documents for esplanade, park upland, piers, bikeway, shade structures, and community gardens. Pivotal to the park's longterm success was the design, and detailing of a new family of light pole standards for the park.

IRRIGATION CONSULTING, INC.



CLARK ART CAMPUS EXTENSION
WILLIAMSTOWN, MA

For the Clark Art Institute in Williamstown, MA, Irrigation Consulting, Inc. (ICI) teamed up with the museum to develop a comprehensive Site Water Use Master Plan for all potential non-potable water sources. As with many of ICI's projects, the firm prepared LEED narratives and calculations to obtain maximum water efficiency credit point awards while designing an irrigation system to maintain natural beauty and environmental sustainability. Construction coordination services were also provided with RFI, submittal review, and site visits.



NATIONAL MALL
WASHINGTON, DC

In partnership with the City of D.C., ICI performed irrigation consulting and design services to sustain the landscape and site at the National Mall. Services included sizing the irrigation cistern while factoring in climate analysis, irrigation demand, drainage area, and economics. ICI designed and specified the underground pump station, which delivered constant pressure at a flow rate of 1,400 GPM, in addition to their design of the irrigation sprinkler system for utility coordination and maximum uniformity.



SHOEMAKER GREEN
PHILADELPHIA, PA

For the University of Pennsylvania, ICI designed and specified an underground cistern, submersible pump, backup domestic water supply, and controls to deliver irrigation water to the landscape. The irrigation controller was further designed with Internet-based communications for remote monitoring on system performance and water consumption. ICI ultimately provided the client with a cost-benefit analysis and secured a Sustainable Sites Initiative credit award.

ALTIERI SEBOR WIEBER, LLC.



BROOKLYN BOTANIC GARDENS BROOKLYN, NY

Founded in 1910, Brooklyn Botanic Garden is home to 10,000 plant species and several historic structures. The ambitious renovation project, led by MVVA, established a new Children's Discovery Garden at the south end of the 52-acre landscape and included a series of buildings designed by ARO. To reactivate the South Entrance and support new gardens, a new gateway building with admissions and comfort station facilities was constructed. Altieri designed all MEPF systems for building structures, including refrigerant heating and cooling system, lighting along the garden paths and at the historic entry arch, domestic water routed underground for connection to irrigation systems and drinking fountains, and a sophisticated control system to monitor pond levels in anticipation of storm events.



BROOKLYN BRIDGE PARK BROOKLYN, NY

Brooklyn Bridge Park is a sustainable waterfront park stretching 1.3 miles along Brooklyn's East River shoreline. Altieri has partnered with Architecture Research Office's (ARO) Environmental Education Center on multiple phases since 2012. Altieri helped transform an abandoned vacant masonry building into the new Center that includes exhibition space, public restrooms, park facilities maintenance shop, and staff space; additionally, Altieri supported the design of a Maintenance & Operations (M&O) building and a new boathouse that includes a kayak storage facility and multipurpose space. Other projects include the DEP Building, Pier 6 and Pavilion, Marina, Pier 5 Uplands, and Pier 3.



DOMINO PARK BROOKLYN, NY

Domino Park is a waterfront green space that hugs the edge of urban development on the East River. Opened in June 2018, the park is on the site of one of New York City's architectural icons, the former Domino Sugar Refinery built in 1856. Elements of the park retain the refinery story and include enormous salvaged tanks and several original cranes and columns. The length of the park was a challenge for the electrical design, making the electric load far from the power sources and telecom utility spaces. Electrical and telecom devices are integrated with landscape architectural features to hide the infrastructure. Plumbing design includes providing the water supply for maintenance, drinking fountains, and irrigation.

REFERENCES

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Boston, MA 02201
chris.busch@boston.gov
(617) 918-4451

DHARAM CONSULTING

Elizabeth van der Els
Urban Planner, Starr Whitehouse
(212) 487-3272

Jennifer Hamann
Landscape Architect, Stantec
(646) 490-3791

Sanjukta Sen
Senior Associate, James Corner Field
Operations
ssen@fieldoperations.net

Michael Guthrie
Founding Principal, INFORM Studio
mguthrie@in-formstudio.com

SE GROUP

Cindi Wight, Director
Burlington Parks, Recreation & Waterfront
cwight@burlingtonvt.gov
(802) 495-1919

Donna Johnson
Executive Director
Minnesota Discovery Center
donna.johnson@mndiscoverycenter.com
(218) 254-1220

Spruce Peak
Sam Gains
Managing Director
sgaines@sprucepeak.com
(802) 283-3701

FFF, INC.

Kyle Dodson
CEO, Greater Burlington YMCA
kdodson@gbymca.org
(802) 652-8133

Ernie Pomerleau
Project Developer, City Market South End
epomerleau@vermontrealestate.com
(802) 863-8210

Samantha Dunn
Assistant Director for Community Works,
CEDO
sdunn@burlingtonvt.gov
(802) 829-6385

ENGINEERING VENTURES

Owen Milne, Project Manager
Lake Champlain Community Sailing Center
505 Lake Street
Burlington, Vermont 05401
owen@communitysailingcenter.org
(802) 864-2499

Ilona Blanchard, Project Director
City of South Burlington
180 Market Street
South Burlington, Vermont 05403
IBlanchard@sburl.com
(802) 864-4123

Todd Merchant, Project Manager,
University of Vermont
31 Spear Street, Marsh Hall, Suite 10,
Burlington, VT 05405
(802) 656-3208

DGA

Mr. Paul Seck / Mr. Matthew Urbanski
Michael Van Valkenburgh Associates
16 Court St., 11th Fl. Brooklyn, NY 11241
(718) 243-2044

Ms. Kim Hartley Hawkins, ASLA
Hawkins Partners, Landscape Architects
105 Broadway, Suite 100
Nashville, TN 37201
(615) 255-5218

Mr. Howard Abel, FASLA
Abel Bainson Butz
80 8th Avenue
New York, NY 10013
(212) 206-0630

IRRIGATION CONSULTING, INC.

Steven Bopp
Studio Director for Planning, Central Park
Conservancy
(212) 310-6681

Justin Cross
Project Manager, CPL Architecture
Peter Sabourin
(585) 402-7593

Paul McAndrew
Senior Project Manager, Northeastern
University
(617) 869-9970

ALTIERI SEBOR WIEBER, LLC.

Mauricio Rodriguez
Smithsonian Institution, Office of Planning,
Design and Construction
rodriguezsm@si.edu
(202) 633-6274

Two Trees
lcheng@twotreesny.com
(718) 222-2500

Lindsey Ross
AVP of Capital Projects
Brooklyn Bridge Park Corporation
lross@bbp.nyc
(718) 650-5931

5. Fee Proposal



FEES & EXPENSES

MVVA Team Fees & Expenses		05/23/2022 Revised Proposal	
Consultant	Discipline	NTE Fees	NTE Expenses
MVVA	Prime, Landscape Architecture	\$120,000.00	\$14,000.00
Utile	Architecture	\$50,000.00	\$5,000.00
Dharam Consulting	Cost Estimating	\$25,000.00	N/A
Freeman French and Freeman	Architecture Advisors	\$10,000.00	N/A
SE Group	Landscape Architecture Advisors	\$10,000.00	N/A
Engineering Ventures	Structural Engineering	\$5,000.00	N/A
Engineering Ventures	Site/Civil Engineering	\$5,000.00	N/A
Altieri Sebor Wieber	MEP Engineering	\$5,000.00	N/A
Irrigation Consulting, Inc.	Irrigation Design	\$500.00	N/A
DGA	Site Lighting Design	\$5,000.00	N/A
Total:		\$235,500	\$19,000
Total MVVA Team Fees & Expenses		\$254,500	
MVVA Team Fees & Expenses By Task			
Task #	Description	NTE Fees	NTE Expenses
Task 1	Engagement	\$50,500.00	\$17,000.00
Task 2	Development of Design Vision & Site Program	\$80,000.00	N/A
Task 3	Project Scope & Cost Estimates	\$80,000.00	N/A
Task 4	Project Deliverables	\$25,000.00	\$2,000.00
Additional Optional Allowances			
Consultant	Deliverable	NTE Expenses	
Owner-Provided Consultant	Survey (Engineering Ventures)	\$6,000.00	
Owner-Provided Consultant	Geotechnical Engineering Borings/Preliminary Report	\$15,900.00	
Total Additional Optional Expenses		\$21,900	

This fee proposal represents our best effort to be financially resourceful while fulfilling the goals of the Project. We find that reaching mutually agreeable project costs requires dialogue between the client and design team. We hope to be fortunate to have those conversations with the City Project Team.

HOURLY RATES

Rates are for the calendar year 2023 and are revised each January the following year.

MVVA

Michael Van Valkenburgh	\$375
Partner	\$340
Principal	\$295
Associate Principal	\$260
Senior Associate Level II	\$220
Senior Associate Level I	\$195
Associate	\$175
Senior Designer Level II	\$160
Senior Designer Level I	\$145
Designer	\$125
Junior Designer	\$110
Studio Assistant	\$95
Administrative Staff	\$95
Intern	\$55

UTILE

Principal-in-Charge	\$250
Advising Associate Principal	\$165
Project Manager	\$145
Project Architect	\$130
Senior Urban Designer I	\$130
Senior Designer	\$115
Senior Urban Designer II	\$115
Designer I/Planner I	\$105
Designer II/Planner II	\$95
Designer III/Planner III	\$85
Intern	\$65

DHARAM CONSULTING

Project Manager	\$225
Senior Estimator	\$185
Estimator	\$150

SE GROUP

Adam Portz	\$195
Patrick Olstad	\$175
Elena Juodisius	\$115

FFF, INC.

Principal	\$160
Project Manager	\$140
Project Architect	\$130
Interiors	\$110
Job Captain	\$98
Designer	\$85

ENGINEERING VENTURES

Officer/Principal	\$135 - 175
Senior Project Manager	\$125 - \$160
Project Engineer/Manager	\$125 - \$135
Staff Engineer	\$85 - \$110
Engineering Tech/Designer	\$105 - \$125
Administrative	\$65 - \$100

DGA

Principal	\$252.00
Vice President	\$196.34
Director	\$176.13
Designer II	\$114.00
BIM / CADD	\$114.00
Designer I	\$107.50

IRRIGATION CONSULTING, INC.

Principal	\$150
Senior Project Manager	\$135
Design Engineer	\$110
Senior Project Designer	\$100
Irrigation Designer	\$90

ALTIERI SEBOR WIEBER, LLC.

Principal	\$400
Associate Principal	\$330
Senior Consultant	\$330
Associate	\$300
Senior Engineers / Technical Staff	\$270
Project Engineers / Technical Staff	\$210
Engineers and Technical Staff	\$160
Tech and Administrative Support	\$130
Clerical and Typists	\$130
Technical Interns	\$80

6. Signed Exhibit A



Harborview Lawn Movie Night Event at
Brooklyn Bridge Park, Brooklyn, NY

EXHIBIT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: MVVA

Representative's Printed Name: Matthew Urbanski

Representative's Signature: 

Date: 21 April 2023

**MICHAEL VAN VALKENBURGH ASSOCIATES, INC.
LANDSCAPE ARCHITECTS, PC**

16 Court Street, 11th Floor
Brooklyn, New York 11241
718.243.2044
www.mvvainc.com

**Attachment C:
Burlington Standard Contract Conditions For Consultants**

DRAFT

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1.  **REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

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

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

- A. General Liability And Property Damage: With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

1.	General Aggregate	\$2,000,000
2.	Products-Completed/Operations	\$2,000,000
3.	Personal & Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Damage to Rented Premises	\$ 250,000
6.	Med. Expense (Any one person)	\$ 5,000

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

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and

accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

6. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Consultant for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

11. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans,

specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

12. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

13. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

14. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Consultant shall be equitably paid for such services and for any reasonable expenses

incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

- 15. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

- 16. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.

- 17. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the

Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

19. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

20. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

21. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 22. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.
- 23. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 24. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 25. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant

may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

- 26. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 27. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated. 
- 28. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.
- 29. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
- 30. SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that in the case of disputes, both parties agree to discussions between parties and, if necessary, non-binding mediation.

31. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

32. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

33. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

34. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

35. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

36. INDEMNIFICATION:

- A. Indemnification by Consultant:** Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.
- B. Notice of Claims & City's Right to Participate:** If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.
- C. City's Rights and Remedies:** Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.
- D. No Indemnification by City:** Under no conditions shall the City be obligated to indemnify the Consultant 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 Consultant or any third party.

37. NO GIFTS OR GRATUITIES: The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

38. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

39. TRANSFERS, SUBLETTING, ETC: The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and

further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

40. CONTINUING OBLIGATIONS: The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

41. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

42. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

43. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

44. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and

regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

- 45. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.
- 46. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 47. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 48. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.
- 50. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 51. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

DRAFT

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____ services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$16.98 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.09 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$16.98/hr

WHEN

employer *provides* employer assisted health insurance

\$18.09/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the LWO Landing Page (<https://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance>) or contact the LWO at their email address (livablewage@burlingtonvt.gov).

Livable Wage July 1, 2022 - June 30, 2023

Effective July 1, 2022

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of

_____ (Contractor) and in connection with the

_____[project], hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this _____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

DRAFT

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that _____
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
 - 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

**Attachment G:
Consultant's Certificate of Insurance**

DRAFT

Board of Finance and City Council Submission Checklist

Laura Wheelock and Madeline

Department: Public Works Submitter: Suender
Great Streets Main Street Resident Engineering and Outreach Consultant Award; and
 Title/Subject: VHB Contract Amendment

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/23/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	5/23/2023	Jordan Reddell
Board/Commission, if required	Yes	5/30/2023	BOF
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	5/24/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	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?	No	Draft Contract – subject to review by City Attorney as indicated in motion
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motions in Memo
If for submission to Council, are sponsors identified?	Yes	BOF



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

MEMORANDUM

TO: Board of Finance and City Council

FROM: Laura Wheelock, P.E., Senior Public Works Engineer
Madeline Suender, Associate Public Works Engineer

CC: Chapin Spencer, DPW Director
Norman Baldwin, P.E., Assistant DPW Director and City Engineer
Megan Moir, Division Director Water Resources
Martin Lee, Water Resources Engineer

RE: Great Streets Main Street
Resident Engineering and Outreach Consultant Authorization to Award and
Design Contract Amendment #7 with Vanasse Hangen Brustlin, Inc.

DATE: May 30, 2023 (BOF); June 05, 2023 (CC)

REQUESTS

The Department of Public Works ("DPW") is requesting approval and recommendation from Board of Finance and authorization from City Council to:

1. Execute a contract, subject to City Attorney review and approval, with EIV Technical Services, LLC (EIV) in the amount of \$1,636,876.00, and authorize the use of an additional \$163,124.00 (10%) in contingency funds to be available to use toward any necessary future contract amendments, for a total authorized amount of \$1,800,000.00 for the resident engineering and public outreach consultant services for the Great Streets Main Street project; and
2. Execute Amendment #7 to the design contract, subject to City Attorney review and approval, with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$278,108, bringing the total contract value up to \$2,545,677.00, and authorize the use of an additional \$100,000.00 in contingency funds to be available to use toward any necessary future contract amendments, for a total authorized amount of \$2,645,677.00 for the development of the design of the Great Streets Main Street project.

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).

PROJECT UPDATE AND TIMELINE

In October 2021, the City procured a design consultant, Vanasse Hangen Brustlin, Inc. (VHB) to help advance the concept design and begin re-engaging the community in the Great Streets conversation and its focus on Main Street. Since that time the project team has collecting public input, assessed the condition of underground utilities, completed site survey and soil investigations, collected traffic and parking data, and advanced the concept design towards 100% plans due in the summer of 2023. The project anticipates a start of construction as early as Winter of 2023.

The project team will continue engaging with stakeholders and accepting public input throughout design and construction. Given this will be a multi-year construction project in our downtown, resourcing a robust multi-pronged communication and engagement effort is essential to mitigating impacts and supporting the City's small businesses. To this end, the proposed resident engineer and public outreach services scope is heavy on community engagement. In addition, DPW has been discussing additional promotional and engagement roles for the Department of Business and Workforce Development and the Burlington Business Association. Updates to the project timeline can be found at www.greatstreetsbtv.com.

RESIDENT ENGINEERING AND PUBLIC OUTREACH CONSULTANT CONTRACT

The City's project management team issued a Request for Proposals (RFP) for resident engineering/construction inspection and public outreach consultant services on March 23, 2023. These services will provide technical staff on the ground to oversee the selected contractor in their work, and its completeness. They will review qualifications of staff, site safety, traffic control plans, and act as a liaison between businesses, residents, and visitors along Main Street and the project site. Additionally this procurement looks to add support for outreach to the broader public, work with City departments regarding construction progress, be a point of contact for email and phone inquiries for the project, and provide support for changes in parking and traffic within the project site.

The City received three proposals for this procurement on April 14, 2023. Each proposal was reviewed and scored by City staff based on the scoring criteria in the RFP.

Consultant Proposals:	Average Score	Total Proposal Cost/Avg Cost per Hour
EIV Technical Services, LLC (EIV)	80.25	\$1,636,876 / \$114.99 per hour
John Turner Consulting, Inc. (JTC)	78.5	\$1,039,500 / \$110.59 per hour
Greenman-Peterson, Inc. (GPI)	76.25	\$3,099,026.35 / \$128.68 per hour

City staff is recommending the award to EIV Technical Services, LLC (EIV) as the firm best qualified to perform the resident engineering services and serve as the public outreach consultant for the project. . In the review of the proposals staff identified elements of EIV's proposal that stood out included their experience with similar types and scale of projects, skilled staff, knowledge of the corridor, and a strong understanding and relevant recent experience with Burlington's level of care with outreach. EIV is based in Winooski, and has flexibility to adjust to the changing inspection needs of the project or outreach. Additionally staff believes that EIV's proposal identified a responsible number of hours associated with each of the anticipated tasks under the request for proposal.

In review of the other proposals staff had concerns that the limited number of hours JTC would dedicate to the project would not be sufficient, this was reflected in their understanding of the work for the project and outreach necessary to be responsive to the request for proposals.

The contract with EIV is for \$1,636,876 and staff is seeking a contingency on the contract of \$163,124.00 (10%) for a maximum limiting amount of \$1,800,000.

DESIGN CONSULTANT CONTRACT AMENDMENT

As design of the Great Streets Main Street plans have progressed the design team has been asked to address several challenges not anticipated at the time of bidding. These challenges required the design team (VHB) to participate in additional meetings, community engagement, and ultimately redo work on already completed portions of the project. Work focused around intersection operations and the parking study also expanded beyond their original scope and are included in this Amendment. Additional challenges have been met with utility conflicts within the corridor and additional design iterations to avoid millions of dollars of utility relocation costs to City utilities.

Lastly, as the scope of the project has become finalized and anticipated construction schedule developed VHB was able to finalize the anticipated scope of work for construction administration to support the City during construction. The total of this amendment is \$278,108, bringing the total contract value up to \$2,545,677.00, and authorize the use of an additional \$100,000.00 in contingency funds to be available to use toward any necessary future contract amendments, for a total authorized amount of \$2,645,677.00 for the development of the design of the Great Streets Main Street project. The design of the project is close to its completion, the requested contingency reflects 10% of the remaining work in the contract. These funds are anticipated to be needed to cover concerns or conflicts that come up during construction that require redesign of a localized area quickly.

PROJECT BUDGET

The approved Great Streets FY23, and proposed FY24 capital project budget anticipates this contract and its presentation during the budget process and therefore does not need to be amended to incorporate this work at this time. This funding is included under the voter-approved March 2023 TIF bond and is within our current budget (see attached), which falls under the 853-19-700.9500_236 G/L Account.

ATTACHMENTS

1. Great Streets Main Street Project Budget
2. March 24, 2023 Business Stakeholder Presentation

MOTIONS

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute a contract, subject to City Attorney review and approval, with EIV Technical Services, LLC. (EIV) in the amount of \$1,636,876.00, and authorize the use of an additional \$163,124.000 (10%) in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$1,800,000.00 for the development of the design of the Great Streets Main Street project.
2. To approve and recommend that the City Council authorize the Director of Public Works to execute Amendment #7 to the design contract, subject to City Attorney review and approval, with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$278,108.00, bringing the total contract value up to \$2,545,677.00, and authorize the use of an additional \$100,000 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,645,677.00 for the development of the design of the Great Streets Main Street project.

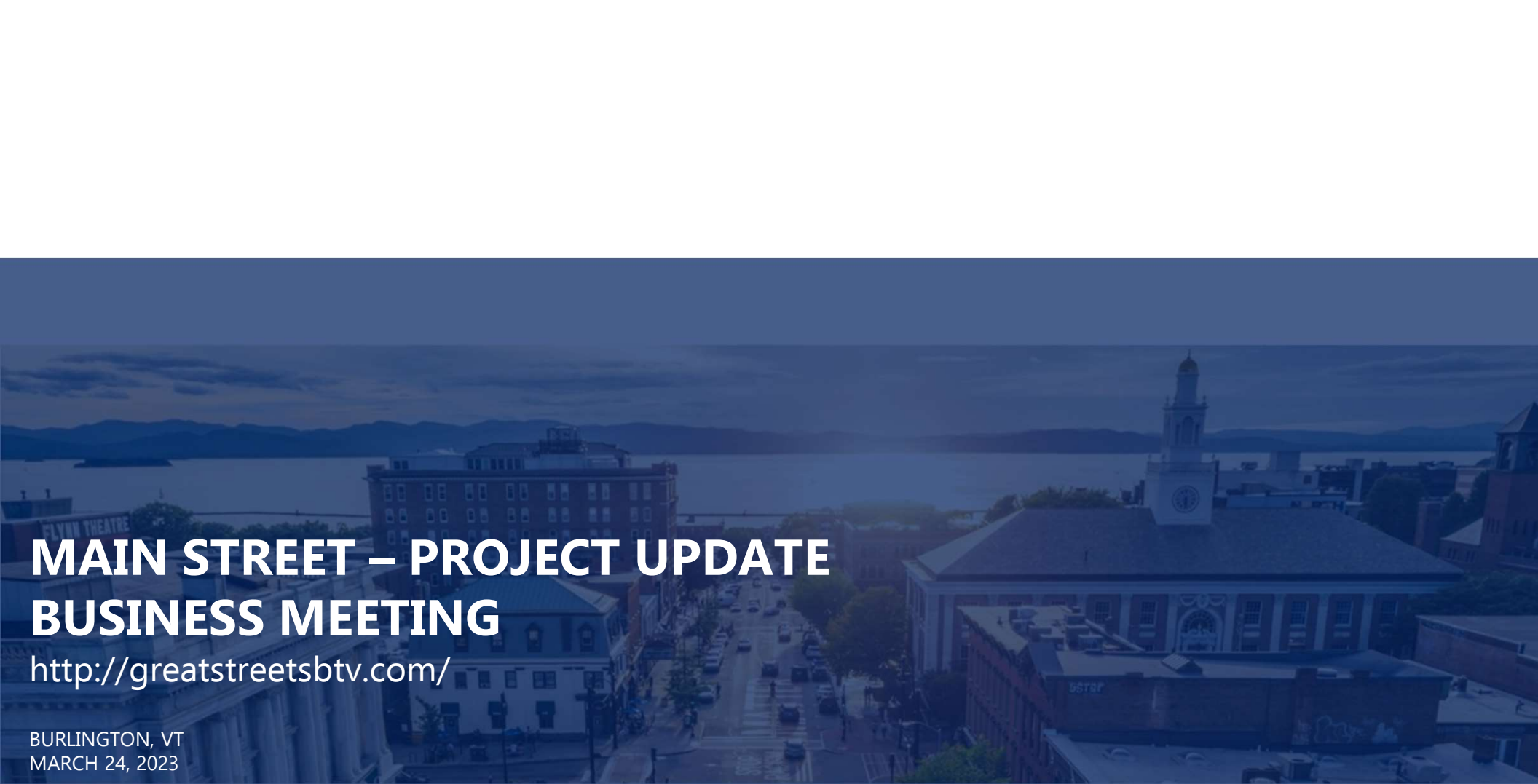
City Council:

1. To authorize the Director of Public Works to execute a contract, subject to City Attorney review and approval, with EIV Technical Services, LLC. (EIV) in the amount of \$1,636,876.00, and authorize the use of an additional \$163,124.000 (10%) in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$1,800,000.00 for the development of the design of the Great Streets Main Street project.
2. To authorize the Director of Public Works to execute Amendment #5 to the design contract, subject to City Attorney review and approval, with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$278,108.00, bringing the total contract value up to \$2,545,677.00, and authorize the use of an additional \$100,000 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,645,677.00 for the development of the design of the Great Streets Main Street project.

NEWWORLD Project Name: 853 Main St (work also includes ravine sewer)
 Project Manager: Olivia Darlese
 Project Supervisor: Laura Wheelock
 Last Updated: 5/2/2023

Dec 30 2026

G/L NUMBER AND NAME	Detailed Project Name	NOTES	Total	FY22	FY23	FY24	FY25	FY26	FY27
			Design Phase						
REVENUE:			Construction Phase						
853-19-700.4990_236	853 MAIN ST, DT TF - Capital	DT TF VA BOND - Construction	\$29,620,000.00	\$ 750,000.00	\$ 2,500,000.00	\$ 4,000,000.00	\$ 11,230,000.00	\$9,350,000.00	\$1,790,000.00
		Public Art	\$500,000.00		\$ 66,696.00	\$ 433,304.00			
		Ravine Sewer							
		DT TF VA PREMIUMS	\$4,261,971.06						\$4,261,971.06
843-19-700.4875_130	842 Street Reconstruction - Paving	\$106k*1.1*round up to \$120k	\$120,000.00	\$ -	\$ -	\$ -		\$120,000.00	\$0.00
		Subtotal	\$34,501,971.06	\$750,000.00	\$2,566,696.00	\$4,433,304.00	\$11,230,000.00	\$9,470,000.00	\$6,051,971.06
EXPENSES:									
853-19-700.9500_236	853 MAIN ST, DT TF - Capital	DESIGN/CONSTRUCTION							
		Design consultant - VHB(Main St. & Ravine)							
		Current MLA	\$2,545,677.00	\$ 537,633.73	\$1,750,000.00	\$ 180,000.00	\$20,000.00	\$20,000.00	\$38,043.27
									\$0.00
		QEP Inspection/Parking	\$500,000.00						\$500,000.00
		1% of Capital portion of budget							
	Public Art (Design& Construction)	min	\$500,000.00		\$66,696.00	\$ 250,000.00	\$100,000.00	\$83,304.00	\$0.00
	Construction	Road, Water/Sewer, Ravine	\$24,842,690.57		\$0.00	\$ 4,008,570.27	\$10,285,000.00	\$8,471,696.00	\$2,077,424.30
	BED design	Street Lighting	\$1,049,788.00		\$31,000.00	\$ 250,000.00	\$250,000.00	\$250,000.00	\$268,788.00
	Contingency	10% (Design/BED/RE/Const)	\$2,943,815.50	\$ 1,100.00					\$2,942,715.50
									\$0.00
									\$0.00
	RE and Outreach Consultant	EV Fee with Contingency	\$1,800,000.00		\$100,000.00	\$ 500,000.00	\$500,000.00	\$500,000.00	\$200,000.00
	Water/Sewer Special Inspection		\$200,000.00			\$ 75,000.00	\$75,000.00	\$25,000.00	\$25,000.00
853-19-700.9500_100	842 Street Reconstruction - Paving	\$106k*1.1*round up to \$120k	\$120,000.00	\$ -	\$ -	\$ -		\$120,000.00	\$0.00
		Subtotal	\$34,501,971.06	\$538,733.73	\$1,947,696.00	\$5,263,570.27	\$11,230,000.00	\$9,470,000.00	\$6,051,971.06



MAIN STREET – PROJECT UPDATE BUSINESS MEETING

<http://greatstreetsbtv.com/>

BURLINGTON, VT
MARCH 24, 2023



PROJECT INFORMATION

WHERE TO FIND INFORMATION

<http://greatstreetsbtv.com/>

Main Street

WATER AND SEWER INFORMATION **NEW!**

The City has updates regarding water and sewer improvements being done as part of the Main Street project. Use the links below to learn more about changes to the Ravine Sewer, and to read the letter that the City's Water Resources team has sent to water/sewer customers being directly impacted by the project.

[Ravine Sewer Information »](#)

[Great Streets Water Resources Letter to Property Owners »](#)

NEW MAIN STREET PLANS AVAILABLE FOR VIEWING **NEW!**

The City and consultant designers have developed Preliminary Plans for the Main Street project. PDF's of the plans are available in the expanding section below.

PROJECT MANAGERS

Olivia Darisse, DPW

ODarisse@burlingtonvt.gov

Laura Wheelock, DPW

LWheelock@burlingtonvt.gov

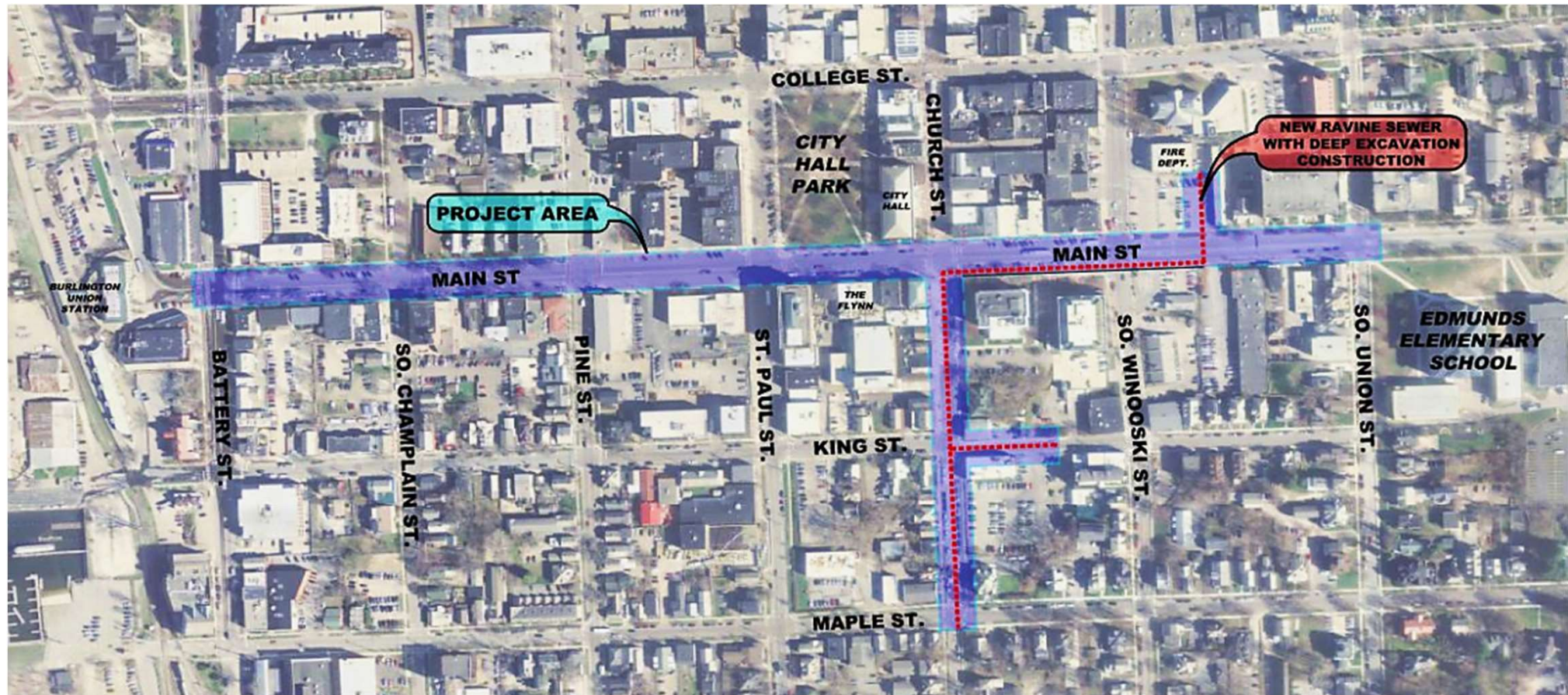
OTHER CITY CONTACTS

Kara Alnasrawi

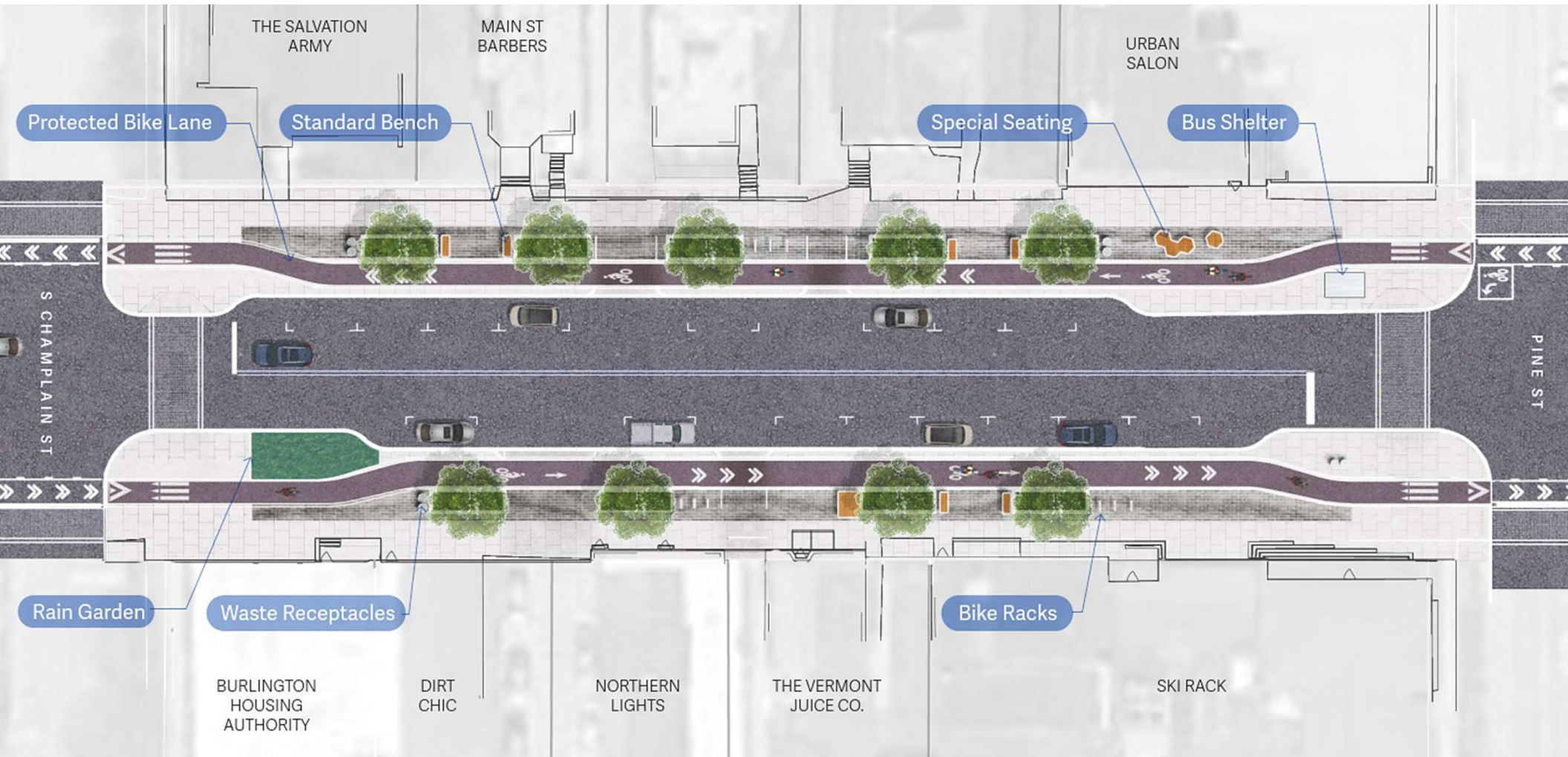
Will Clavelle

Chapin Spencer

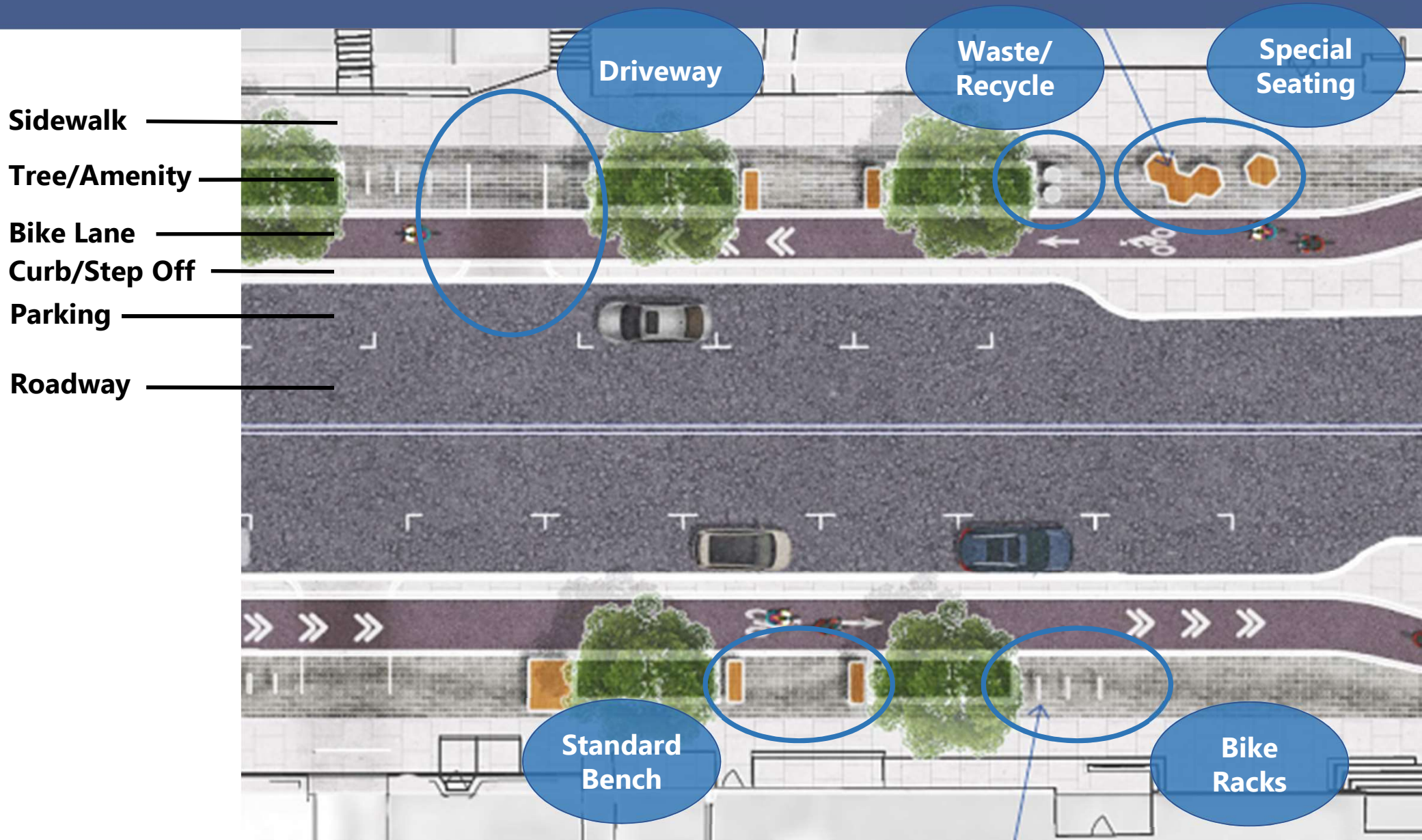
PROJECT LOCATION AND LIMITS



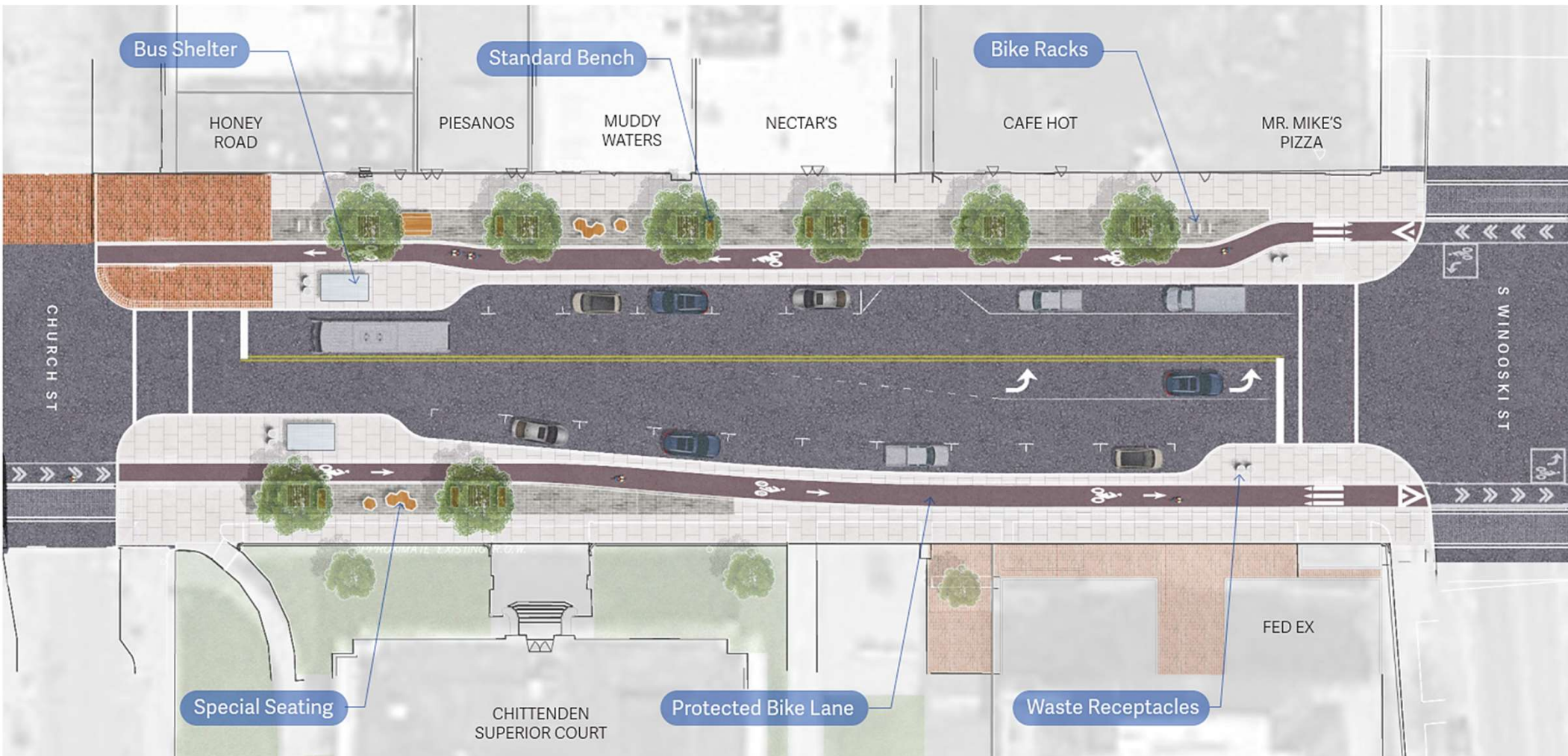
PROJECT CONCEPT (South Champlain to Pine)



PROJECT CONCEPT (South Champlain to Pine)

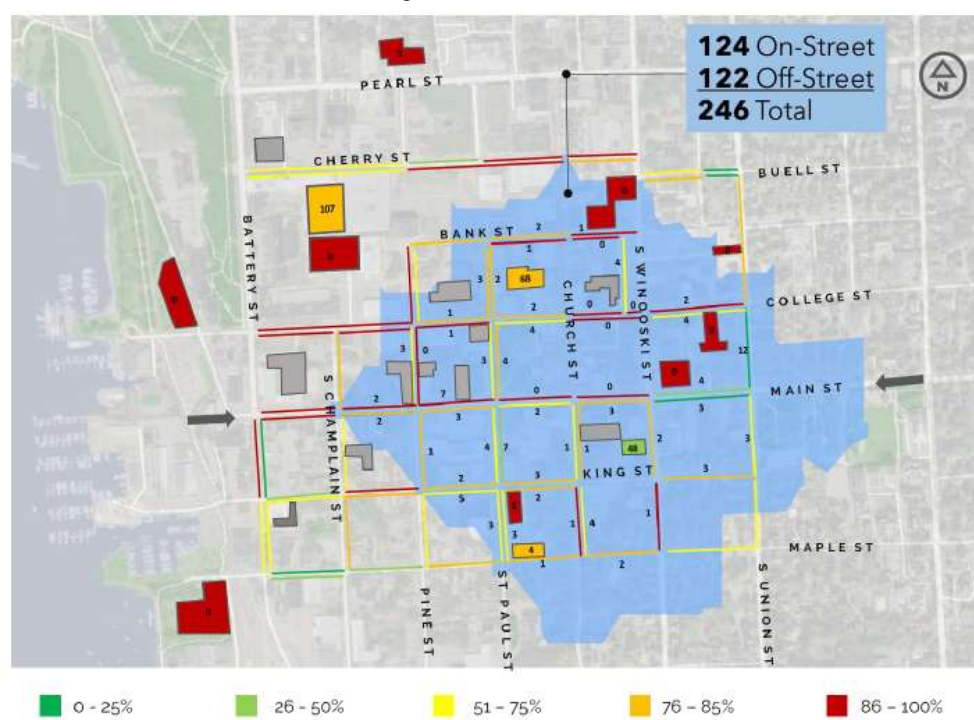


PROJECT CONCEPT (Church to Winooski)

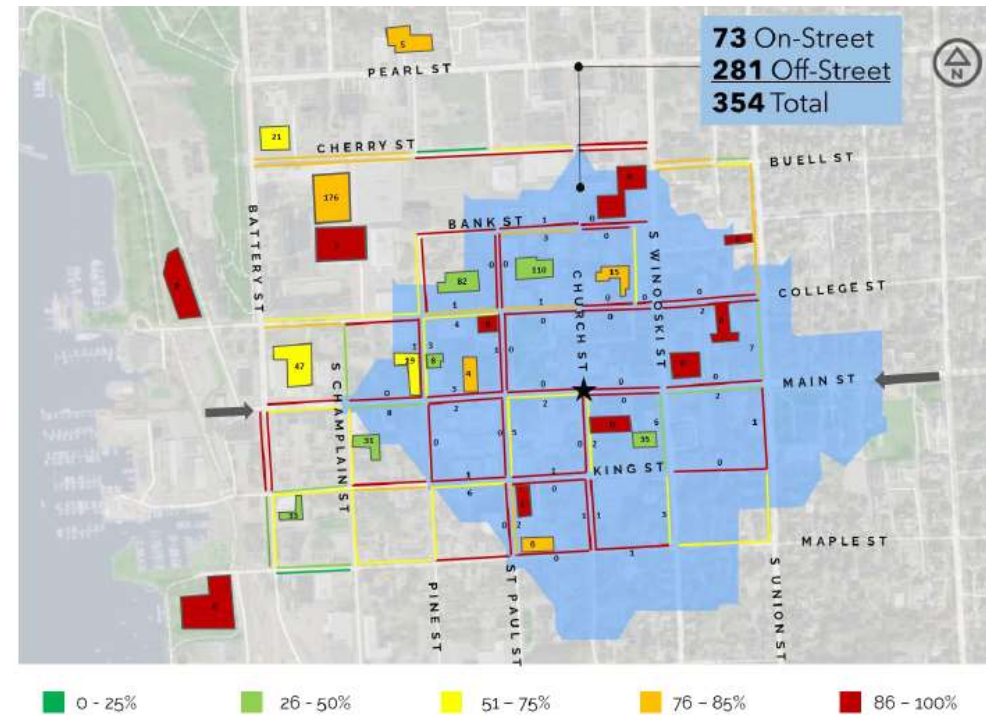


DOWNTOWN CORE DEMAND (ADJUSTED FOR COVID)

Weekday Peak 12- 2 PM



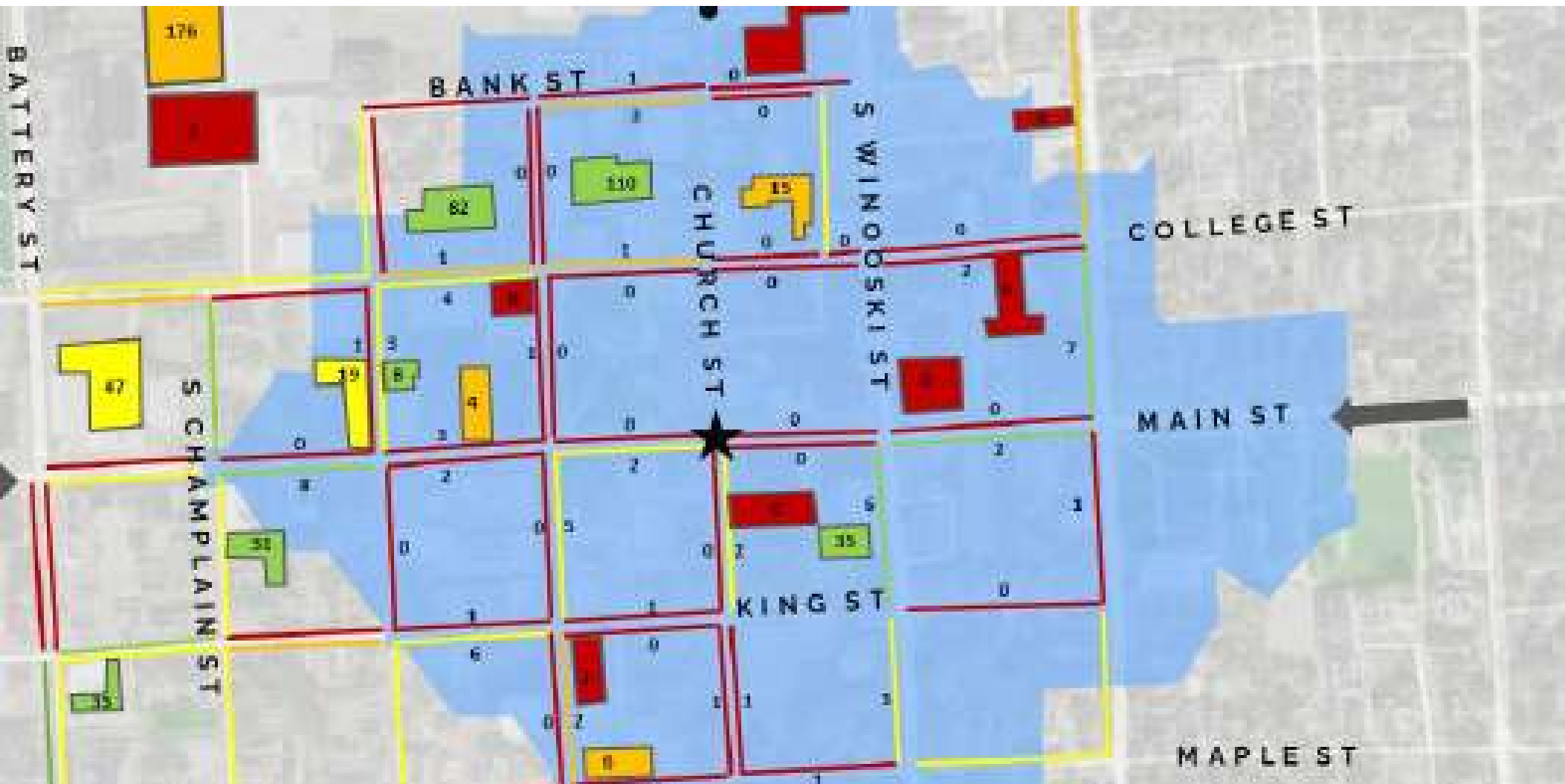
Weekend Peak 6- 8 PM



Existing Spaces = 157
Proposed Spaces = 90

 **Downtown "Core" 5 Minute Walk Service area of Church/Main**

DOWNTOWN CORE DEMAND (ADJUSTED FOR COVID)



PARKING - POTENTIAL STRATEGIES

1 MAXIMIZE USE OF EXISTING PARKING

Curbside Management (Time limited parking/Regulations)

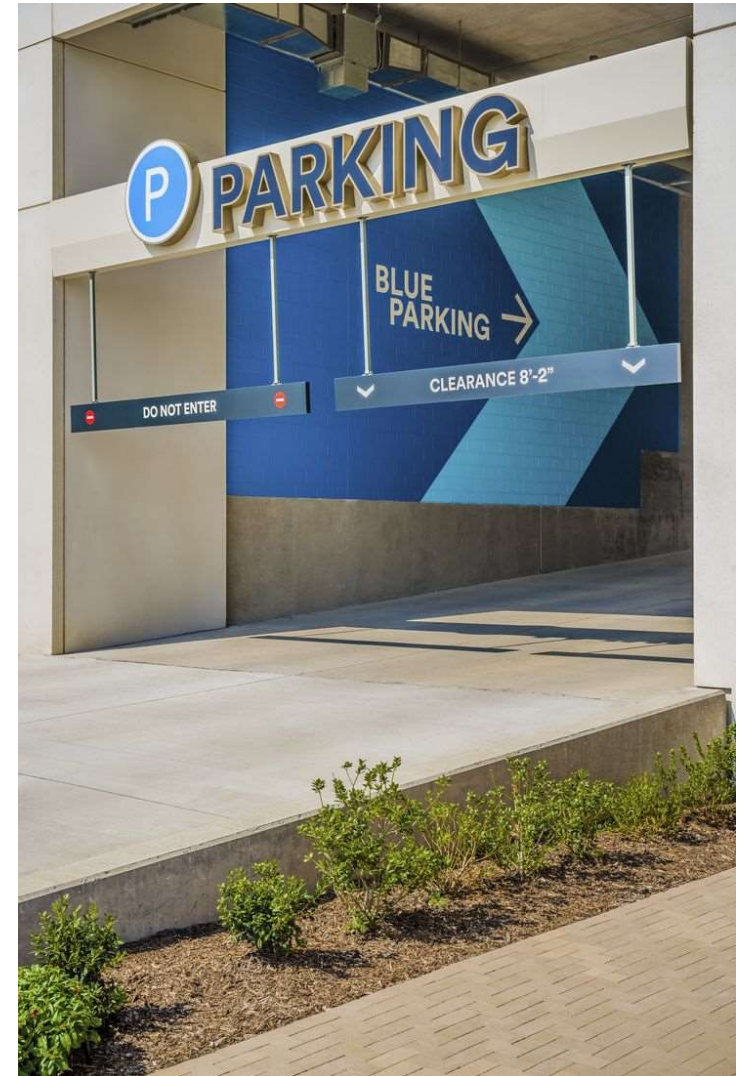
Parking Rates

Connect with private parking to work on maximizing use of their lots during public parking hours

2 PARKING SIGNAGE + WAYFINDING SYSTEM

3 TRANSPORTATION DEMAND MANAGEMENT (TDM)

4 ENFORCEMENT STRATEGY





Where will the contractor start?

Will I have to close my business at any time?

How will people get to my business?

Where will employees/customers/clients park?

What happens during the water/sewer work?

SCHEDULE FAQs

April (May)

**Parking Regulations to DPW
Commission**



June

Bids Solicited from Contractors

August

Award Project/City Council

September

Business Outreach Meetings

November

Earliest Start of Construction

OUTREACH DURING CONSTRUCTION

Outreach Consultant & Onsite Representative(s)

Weekly Construction Updates

- Maps of Traffic/Pedestrian Access
- Maps of Parking
- VT Alert & Social Media & Front Porch Forum
- Local Updates by Door Hangers/Email/Call/Text



Marketing/Promotional Support for Downtown

QUESTIONS

WHERE TO FIND INFORMATION

<http://greatstreetsbtv.com/>

PROJECT MANAGERS

Olivia Darisse, DPW

ODarisse@burlingtonvt.gov

Laura Wheelock, DPW

LWheelock@burlingtonvt.gov



MEMO

Date: May 25, 2023

To: Board of Finance and City Council

From: Erin Moreau, Waterfront Superintendent & Harbormaster;
Cindi Wight, Director, Department of Parks, Recreation & Waterfront

Re: Waterfront Overnight Security Contract

I. Purpose

This memo seeks approval of a six-month contract with Green Mountain Concert Services (GMCS) to provide overnight waterfront security at our municipal marinas and campground.

II. Background

BPRW seeks to contract with GMCS from May 30, 2023 until October 15, 2023 to provide overnight security at North Beach Campground, Perkins Pier Marina, and the Community Boathouse following a competitive Request for Proposals (RFP) process. In the past, BPRW had hired seasonal help to staff the overnight positions, however this had become increasingly difficult to maintain adequate staffing levels, resulting in gaps of coverage at all locations. Due to the uncertainty of staffing levels, BPRW decided to contract the overnight work to provide more consistent protections overnight.

Services will be paid by the cost savings within the Marina and Campground budgets allocated for seasonal security staff.

III. Process

On February 10, 2023, BPRW issued an RFP for overnight waterfront security services using public advertising on the BPRW website, the City's website for active RFPs, and through BPRW's social media outlets. Bids were due to BPRW by March 3, 2023.

One bid was received and evaluated by a team of BPRW staff. Green Mountain Concert Services (GMCS) proposal was complete and, as the only one received, accepted.

IV. Compensation to the Vendor & Terms of Lease Agreement

The City will compensate GMCS for their security services for the duration of our operating season (May 1-October 15), not to exceed a total of \$130,000.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To recommend that the City Council approve the contract with Green Mountain Concert Services to provide waterfront overnight security services for an amount not to exceed \$130,000, and to authorize Cindi Wight, BPRW Director to execute the contract and any related documents, subject to review by the City Attorney's Office.



City Council Motion:

To recommend the approval of the contract with Green Mountain Concert Services to provide waterfront overnight security services for an amount not to exceed \$130,000, and to authorize Cindi Wight, BPRW Director, to execute the contract and any related documents, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Erin Moreau

Title/Subject: Waterfront Security Contract

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	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	3/28/2023	Cindi Wight
Mayor's Office informed and approved memo	Yes	5/25/2023	Jordan Redell
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	Yes	3/28/2023	Kyle Clauss
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/23/2023	Kyle Clauss
CAO has reviewed budget, financing, and memo	Yes	5/23/2023	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	
Contract Attached, if applicable?	Yes	
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Attached to the Memo
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

Department: BED Submitter: Darren Springer

Title/Subject: Positions Updates

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/17/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	5/22/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/24/2023	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/23/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	5/18/2023	Tim Clancy
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Packet
Draft Resolution or Motion?	Yes	Motions in Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance



MISSION

To serve the energy needs of our customers in a safe, reliable, affordable, sustainable, and socially responsible manner.

VALUES

Safety, Reliability,
Community, Innovation

VISION

Make Burlington a Net Zero Energy city by eliminating fossil fuel usage across the electric, thermal, and ground transportation sectors by strategically electrifying, managing demand, realizing efficiency gains, and expanding local renewable generation while increasing system resilience.

STRATEGIC OBJECTIVES

Engage Customers and Community

Focus on customer first-call resolution to provide exceptional customer care

Better educate and engage customers on our Net Zero Energy vision through all communications channels, with a focus on web and social media

Ensure all programs are equitable and accessible, with a priority given to low-to-moderate income, rental, Black, Indigenous, and People of Color (BIPOC), immigrant, and refugee populations

Evolve energy efficiency programs to drive deeper greenhouse gas emissions reductions, complement strategic electrification efforts, help manage peak demand, and improve community resilience and environmental health

Proactively seek customer input, including through new community ambassador program, and listen to and hear their needs and incorporate their input into program design

Provide website tools so that customers can evaluate both cost and carbon savings from heat pump technology installations

Strengthen Reliability

Maintain five-year Distribution System and Generation construction plans to accommodate potential load increases due to the Net Zero Energy goals, and design and construct projects to continue to improve safety, reliability, and efficiency

Continue to follow maintenance plans for McNeil Generating Station, Winooski One Hydro, Gas Turbine, and the Distribution System

Take steps to ensure reliable operations through staff succession planning

Ensure consistent fuel supply availability at McNeil based on annual operational strategy and procurement procedures

Implement Outage Management System (OMS) and grid analytics to improve response to system outages, system reliability, and efficiency

Invest in Our People, Processes, and Technology

Attract, develop, and retain a diverse workforce with the knowledge, skills, and ability to support BED's Net Zero vision and strategic objectives

Develop a culture of integrity, safety, inclusion, innovation, teamwork, and continuous learning and improvement

Continually improve internal processes to design and deliver innovative programs and services, maximize operational efficiency and effectiveness, and optimize use of data to inform decision-making

Plan and invest in the technology infrastructure necessary to support BED's mission, vision, and strategic priorities, including multi-year replacement of core business systems

Implement remote work flexibility, as permitted under City policy, to lead by example in reducing vehicle miles traveled and emissions

Innovate to Reach Net Zero Energy

Advance district energy, battery storage projects, and local renewable energy production including customer-owned and community-based projects

Improve and expand automated demand response capability, with focus on EV charging and thermal, and implement appropriate end-use technologies to manage loads

Advance additional dynamic and creative rates to achieve Net Zero Energy goal

Continue to track and report to the community on progress toward the Net Zero Energy Roadmap goal

Provide clean and affordable transportation fuel through renewable electricity, and invest in and encourage use of the necessary infrastructure to serve customers across all modes of transportation, including electric bikes, electric vehicles, and electric transit buses

Actively participate in City policy processes aimed at reducing greenhouse gas emissions in the ground transportation and building sectors

Manage Budget and Risks Responsibly

Create financially responsible and sustainable budgets that balance the need for stable rates, investment in core infrastructure, and strong credit rating factors

Develop and maintain a sustainable debt financing plan for Net Zero Energy to support electrification while mitigating upward rate pressure

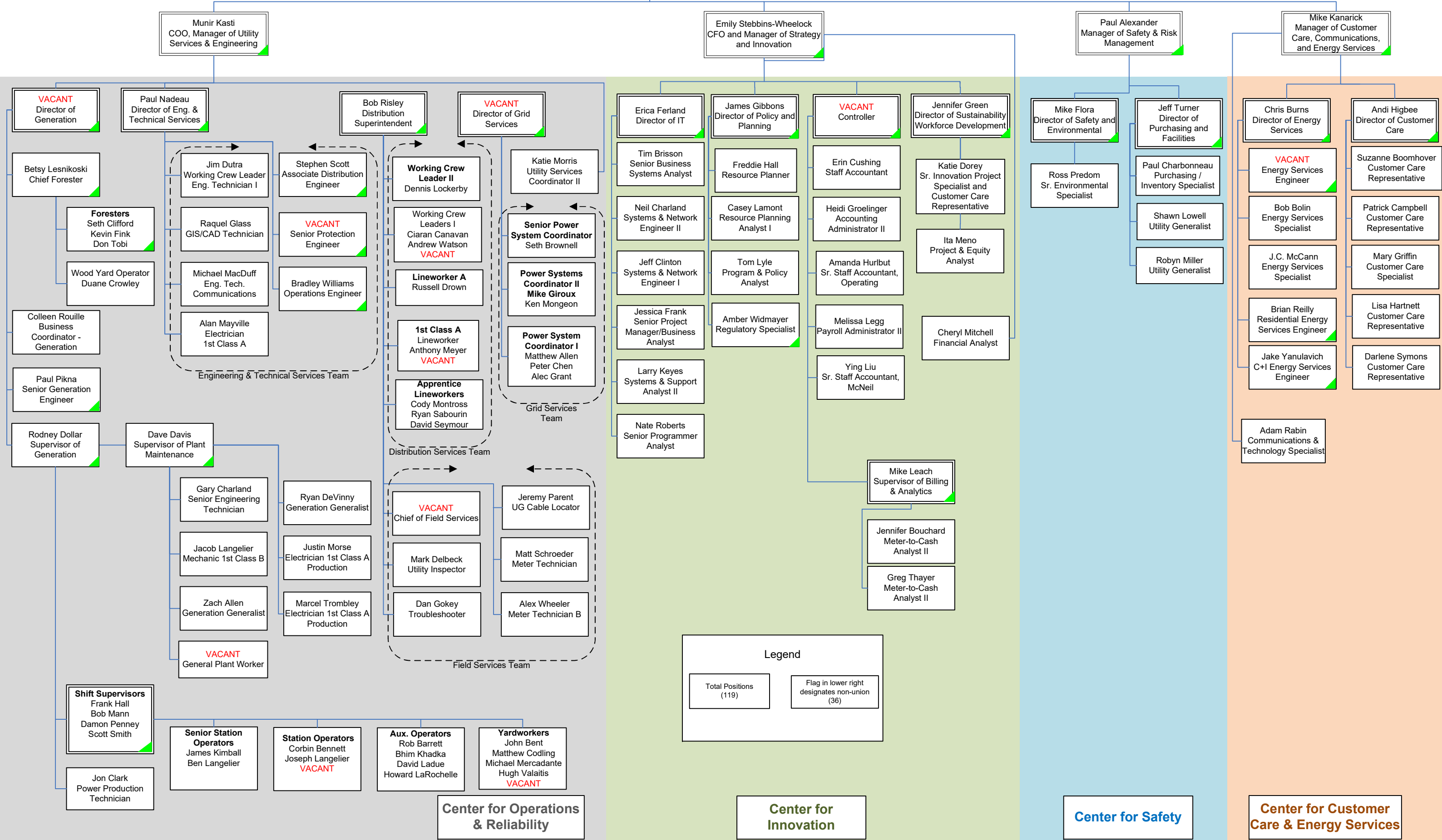
Ensure timely and diligent compliance with risk, safety, environmental, and other legal and regulatory standards

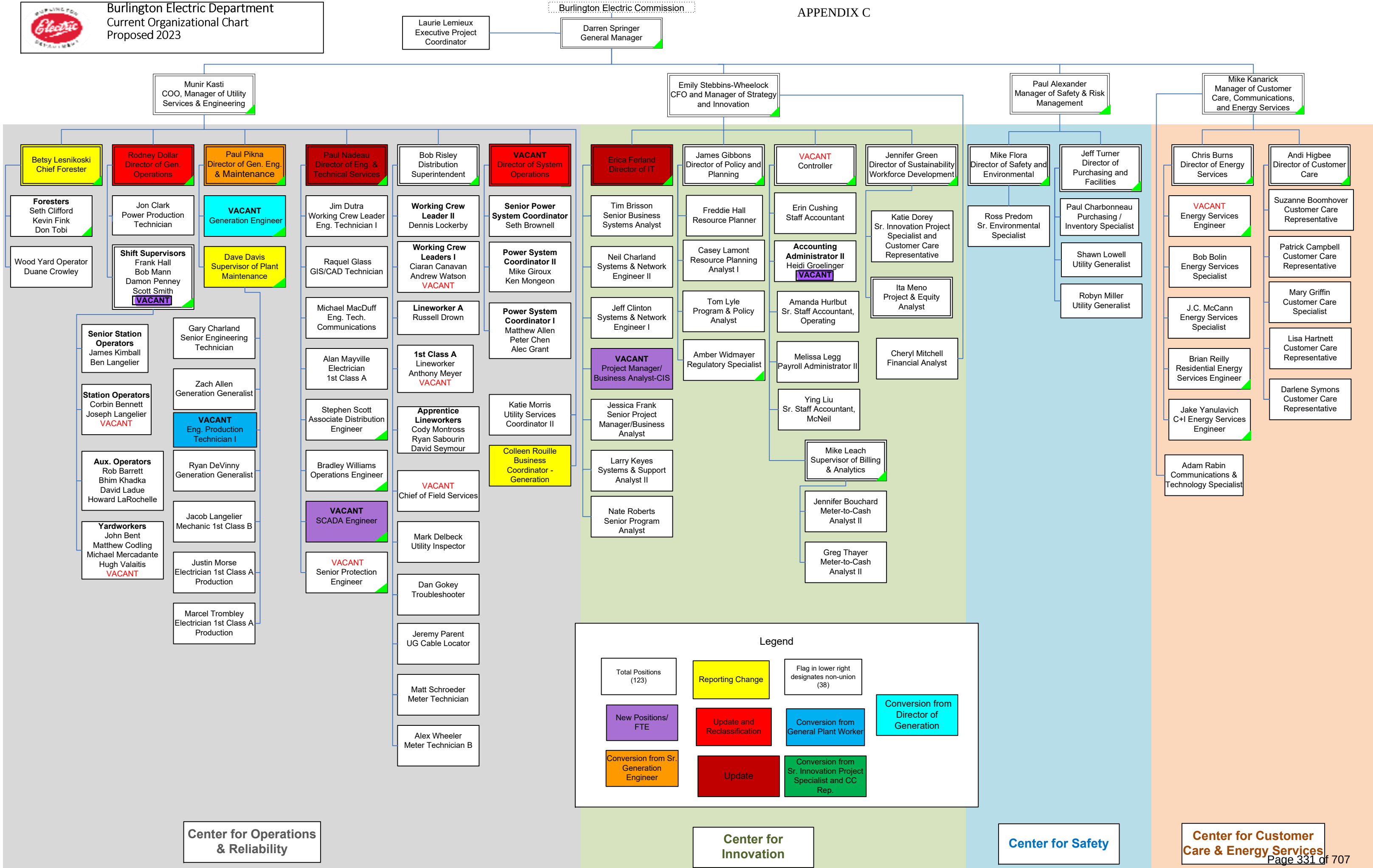
Efficiently and effectively manage procurement of goods and services

Mitigate cybersecurity risk through awareness, assessment, policy, and best practices

Build and maximize use of partnerships that provide unique value and opportunities to make progress toward Net Zero Energy at a more rapid pace and greater scale

Maintain and invest in quality facilities and use them to pilot and showcase new technologies that advance Net Zero Energy





City of Burlington Job Description

Position Title: Director of System Operations
Department: Burlington Electric Department
Reports to: Manager of Utility Services & Engineering/COO
Pay Grade: M29 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose: This position is responsible for providing high quality supervision, leadership, motivation, and direction to the employees of the System Operations area. This position is also responsible for playing a key role in establishing and implementing strategies, plans and policies in the System Operations area.

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.)

- Supervise, coach, motivate, and lead the Power System Coordinators, including holding employees accountable for achieving desired results.
- Supervise, schedule, and direct the activities of the Power System Coordinators.
- Conduct performance reviews and develop training opportunities for Power System Coordinators.
- Supervise and assist the Power System Coordinators in the restoration of system outages.
- Prepare annual operating and capital budget for the System Operations area.
- Develop and implement written Standard Operating Procedures for the System Operations area.
- Assure compliance with all operating procedures related to control center.
- Exhibit complete operational understanding of BED’s distribution system including power flows, equipment limits, protection devices, and voltages.
- Consult with BED’s engineering staff regarding design and operational changes for improved efficiency and reliability.
- Coordinate any SCADA issues, alarms, and requests with the SCADA engineer.

- Review all planned switching orders.
- Ensure that switching, tagging and work activity conforms to safety rules.
- Ensure that the BED distribution system is at all times operated in a safe, efficient, and reliable manner.
- Inform other departments of field changes and operating characteristics of distribution devices.
- Learn and perform the duties of Power Systems Coordinator on an as needed basis, including working rotating shifts in emergency situations.
- Train Power System Coordinators and other employees as needed.
- Ensure that employees reporting to them follow applicable safety rules and adhere to the BED/IBEW Collective Bargaining Agreement and City personnel manual.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associates degree in Electrical Engineering, Engineering Technology, or related field with a minimum of eight (8) year related experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Demonstrated computer competency in Windows PC applications including spreadsheet, PowerPoint, and word processing required.
- Ability to keep abreast of current technologies and procedures.
- Must have demonstrated abilities in effective leadership, communication, and creation of environments in which employees feel supported, motivated, and highly productive.
- Must be able to have difficult conversations with employees and make tough and sometimes unpopular decisions.
- Demonstrated ability to organize and prioritize workload, simultaneously manage multiple projects and meet established deadlines is required.
- Ability to effectively manage their area in such a manner that BED is able to meet its strategic mission, goals and objectives.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is 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.
- Must consistently demonstrate safe work and secure cyber practice.
- Must be proficient with the use of electrical one-line diagrams.
- Must be able to operate a 2-way radio system in compliance with BED's policies.
- Ability to prepare and execute mistake free switching orders.
- Ability to create, follow, and issue complex written and oral instructions (clearly and distinctly), and respond to emergency situations in a logical and orderly manner, in accordance with accepted utility practice and relevant contingency plans.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings, and travel to conferences, workshops or other professional meetings required.
- Wear of personal protective equipment such as gloves, safety glasses, hard hat, fire retardant overalls, etc. is required when working outside.
- Answering phone calls after business hours is required.
- Ability to work long hours to accommodate workload or emergencies.
- Provides after hours outage restoration support during critical outages.
- Ability to work rotating shifts as needed to cover the duties of Power Systems Coordinator in an emergency situation.

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

Directly Supervises: 5 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: _____

(May 2018); Revised 3/26/22; Revised 7/28/22; Revised 4/5/23

Associate SCADA Engineer
Page 1 of 3

City of Burlington Job Description

Position Title: Associate SCADA Engineer
Department: Burlington Electric Department
Reports to: Director of Engineering
Pay Grade: M20 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose: This position will be designing, installing, and maintaining BED's supervisory control and data acquisition (SCADA) system and communication with field devices to ensure reliability of the distribution system.

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.)

- Perform SCADA system administrator tasks.
- Design, install, and maintain SCADA servers.
- Develop, maintain, and update SCADA databases, point lists of data transferred between control center and field devices, calculations, screens/displays, and video wall.
- Implement and maintain SCADA security standards in collaboration with BED's IT Department to ensure the integrity of the SCADA system.
- Design, install and maintain supervisory control & computerized remote terminal units and electric utility device control systems.
- Assist with the design and configuration of network and communication systems for human machine interface (HMI), remote terminal units, intelligent electronic devices, distributed generation, microgrids, and battery storage.
- Works with BED's Technicians in troubleshooting communication and integration issues between field devices and SCADA.
- Create and maintain SCADA user guides, documentations and diagrams.
- Assures compliance with State and Federal standards and regulations related to SCADA system.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor of Science degree in Electrical Engineering, Computer Engineering, or related field.
- Demonstrated communication skills required.
- Ability to manage multiple projects within established deadlines.
- Ability to keep abreast of current technologies and procedures.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is 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.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings, as well as, travel to conferences, workshops or other professional meetings required.
- Wear of personal protective equipment such as gloves, safety glasses, hard hat, fire retardant overalls, etc. is required when working outside.
- Ability to work outside where there is exposure to heat/cold or moisture, hazardous materials, energized wires/equipment, and traffic.
- Ability to work in and around energized, high voltage equipment, in accordance with all applicable safety requirements.
- Ability to work long hours to accommodate workload or emergencies.
- Answering phone calls after business hours is required.
- Provides after hours SCADA support during critical outages.

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	☒ 25_ pounds
(red, green, amber)	warehouses/offices	☒ carrying (specify)
☒ hearing/listening	☒ 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

☒ works alone

☒ works with others

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

☒ outside

☒ extreme heat

☒ extreme cold

☒ noise

☒ mechanical equipment

☒ electrical equipment

☒ pressurized equipment

☒ moving objects

☐ high places

☐ fumes/odors

☒ hazardous materials

☒ 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: _____

Revised 05/05/2023

SCADA Engineer
Page 1 of 3

City of Burlington Job Description

Position Title: SCADA Engineer
Department: Burlington Electric Department
Reports to: Director of Engineering
Pay Grade: M21 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose: This position is responsible for the design, engineering, installation, maintenance of BED's supervisory control and data acquisition (SCADA) system and communication with field devices to ensure reliability of the distribution system. Responsibilities also include ensuring the stability, integrity, and secure operation of the SCADA System and SCADA fiber system.

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.)

- Perform SCADA system administrator tasks.
- Responsible for real time integrity and reliability of the SCADA System, SCADA applications, and SCADA fiber system.
- Responsible for the design, implementation, and documentation of the SCADA system.
- Oversee the implementation of SCADA software and SCADA applications upgrades and replacements.
- Provide assistance to BED's IT Department with the design and documentation of the SCADA network infrastructure, SCADA switches, and SCADA firewalls.
- Design, install, and maintain SCADA servers.
- Develop, maintain, and update SCADA databases, point lists of data transferred between control center and field devices, calculations, screens/displays, and video wall.
- Implement and maintain SCADA security standards in collaboration with BED's IT Department to ensure the integrity of the SCADA system.
- Design, install and maintain supervisory control & computerized remote terminal units and electric utility device control systems.
- Assist with the design and configuration of network and communication systems for human machine interface (HMI), remote terminal units, intelligent electronic devices, distributed generation, microgrids, and battery storage.
-

- Works with BED's Technicians in troubleshooting communication and integration issues between field devices and SCADA.
- Create and maintain SCADA user guides, documentations and diagrams.
- Assures compliance with State and Federal standards and regulations related to SCADA system.
- Develops request for proposals and agreements for contractors. Evaluates proposals and makes appropriate recommendations.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor of Science degree in Electrical Engineering, Computer Engineering, or related field with a minimum of three (3) year experience in SCADA, servers and networks, or automation and PLC.
- Demonstrable proficiency with development and troubleshooting skills in real-time data acquisition.
- Demonstrated communication skills required.
- Manage multiple projects within established deadlines required.
- Ability to keep abreast of current technologies and procedures.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is 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.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings, as well as, travel to conferences, workshops or other professional meetings required.
- Wear of personal protective equipment such as gloves, safety glasses, hard hat, fire retardant overalls, etc. is required when working outside.
- Ability to work outside where there is exposure to heat/cold or moisture, hazardous materials, energized wires/equipment, and traffic.
- Ability to work in and around energized, high voltage equipment, in accordance with all applicable safety requirements.
- Ability to work long hours to accommodate workload or emergencies.
- Answering phone calls after business hours is required.
- Provides after hours SCADA support during critical outages.

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 (red, green, amber)	within and between warehouses/offices	☐ 25 pounds
☒ hearing/listening	☒ climbing	☒ carrying (specify)
☒ clear speech	☐ ability to mount and dismount forklift/truck	☐ 50 pounds
☒ touching		☒ driving (local/over the road)
☐ dexterity	☐ pushing/pulling	
☐ hand		
☐ finger		
☐ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	
☒ 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:

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: _____

Revise 05/05/2023

Senior SCADA Engineer
Page 1 of 3

City of Burlington Job Description

Position Title:	Senior SCADA Engineer	
Department:	Burlington Electric Department	
Reports to:	Director of Engineering	
Pay Grade:	MF3	Job Code:
Exempt/Non-Exempt:	Exempt	Union: Non-Union

General Purpose: This position is responsible for the design, engineering, installation, maintenance of BED's supervisory control and data acquisition (SCADA) system and communication with field devices to ensure reliability of the distribution system. Responsibilities also include ensuring the stability, integrity, and secure operation of the SCADA System and SCADA fiber system.

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.)

- Perform SCADA system administrator tasks.
- Responsible for real time integrity and reliability of the SCADA System, SCADA applications, and SCADA fiber system.
- Responsible for the design, implementation, and documentation of the SCADA system.
- Oversee the implementation of SCADA software and SCADA applications upgrades and replacements.
- Provide assistance to BED's IT Department with the design and documentation of the SCADA network infrastructure, SCADA switches, and SCADA firewalls.
- Design, install, and maintain SCADA servers.
- Develop, maintain, and update SCADA databases, point lists of data transferred between control center and field devices, calculations, screens/displays, and video wall.
- Work with SCADA system vendors to document product roadmaps and ensure alignment with long range business priorities.
- Participate on BED's Cyber Security Working Group.
- Implement and maintain SCADA security standards in collaboration with BED's IT Department to ensure the integrity of the SCADA system.
- Design, install and maintain supervisory control & computerized remote terminal units and electric utility device control systems.
-

- Assist with the design and configuration of network and communication systems for human machine interface (HMI), remote terminal units, intelligent electronic devices, distributed generation, microgrids, and battery storage.
- Works with BED's Technicians in troubleshooting communication and integration issues between field devices and SCADA.
- Create and maintain SCADA user guides, documentations and diagrams.
- Create and maintain backup and disaster recovery procedures in area of responsibility.
- Collaborate as a member of the Engineering team sharing information, cross-training, and providing coverage as directed by the supervisor.
- Assures compliance with State and Federal standards and regulations related to SCADA system.
- Develops request for proposals and agreements for contractors. Evaluates proposals and makes appropriate recommendations.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor of Science degree in Electrical Engineering, Computer Engineering, or relevant field with a minimum of eight (8) year related experience.
- Demonstrable proficiency with development and troubleshooting skills in real-time data acquisition, and SCADA system security.
- Demonstrated proficiency in computer networking.
- Manage multiple projects within established deadlines required.
- Demonstrated communication skills required.
- Ability to keep abreast of current technologies and procedures.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is 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.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings, as well as, travel to conferences, workshops or other professional meetings required.
- Wear of personal protective equipment such as gloves, safety glasses, hard hat, fire retardant overalls, etc. is required when working outside.
- Ability to work outside where there is exposure to heat/cold or moisture, hazardous materials, energized wires/equipment, and traffic.

- Ability to work in and around energized, high voltage equipment, in accordance with all applicable safety requirements.
- Ability to work long hours to accommodate workload or emergencies.
- Answering phone calls after business hours is required.
- Provides after hours SCADA support during critical outages.

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 (red, green, amber)	within and between warehouses/offices	☒ 25_ pounds
☒ hearing/listening	☒ climbing	☒ carrying (specify)
☒ clear speech	☒ ability to mount and dismount forklift/truck	☒ 50_ pounds
☒ touching	☒ pushing/pulling	☒ driving (local/over the road)
☒ dexterity		
☒ hand		
☒ finger		
☒ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	
☒ 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:

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: _____

Revised 05/05/23

City of Burlington Job Description

Position Title: Director of Engineering
Department: Burlington Electric Department
Reports to: Manager of Utility Services & Engineering
Pay Grade: MF19 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose:

The Director of Engineering position is responsible for the overall strategic management and supervision of BED's Engineering Area. The Director of Engineering will be responsible for providing high quality leadership, communication and supervision for this area.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

- Manage the Engineering area in accordance with applicable current Public Service Board ("PSB") mandates, other State and Federal requirements and City Charter provisions.
- Manage employees who are responsible for the distribution system engineering design, protection, planning and operation; supervisory control and data acquisition (SCADA) system; distribution automation and smart grid applications; communication systems; substation maintenance street lighting design; and GIS and CAD functions for BED.
- Develop policies on distribution system protection, operation, and planning; SCADA system; communication systems; and lighting standard requirements.
- Oversee development, implementation, and maintenance of SCADA security standards in collaboration with BED's IT Department to ensure the integrity of the SCADA system.
- Develop long and short-term plans regarding distribution system smart grid roadmap, additions, and improvements, including distribution automation and Advanced Distribution Management System (ADMS).
- Oversee the development and implementation of BED's distribution system automation, smart grid, and ADMS applications.
- Responsible for the development of the Transmission and Distribution Section in BED's Integrated Resource Plan in accordance with planning requirements and good utility practices.
- Responsible for the development of the capital budget for communication systems, SCADA system and distribution system projects.
- Responsible for the development of the operating budget for the Engineering area.

- Review and approve the engineering design for all distribution system capital projects.
- Design overhead and underground distribution system construction projects as needed.
- Assist in the restoration of system outages.
- Oversee the development of operating plans for the distribution system, for both normal operations and contingencies.
- Direct the engineering staff in the investigation and resolution of customer complaints regarding voltage and power quality issues.
- Oversee the development of BED's distribution system construction standards.
- Ensure engineering design compliance with the Illuminating Engineering Society of North America (IESNA), American National Standard Practice for Roadway Lighting, National Electrical Safety Code (NESC), National Electric Code (NEC) and BED Accident Prevention Manual.
- Develop, maintain, monitor, and communicate performance measures to continuously improve the efficiency, cost-effectiveness, and reliability of the distribution system.
- Maintain a communicative and cooperative liaison between BED and its customers, other City Departments, City, State and Federal leaders, utilities, and regulators, as appropriate, relative to matters of mutual interest and expertise.
- Oversee various BED filings related to Transmission and Distribution system with the Vermont Public Service Board and provide testimony when appropriate.
- Prepare and present reports to the Commission and others as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in electrical engineering and ten (10) years experience in electrical engineering and in utility management required.
- State of Vermont Professional Engineering license required.
- Demonstrated experience with utility operations, power supply issues, rate making, strategic planning and labor relations preferred.
- Demonstrated leadership and communication skills required.
- Ability to work well with customers and elected/appointed officials in high public profile positions is essential.
- Ability to work long hours to accommodate workload and emergencies.
- Answering phone calls after business hours is required.
- Promote professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers.
- Ability to effectively manage the Engineering area in such a manner that BED is able to meet its strategic mission, goals and objectives.
- Ability to attend evening meetings as well as travel to conferences, workshops or other professional meetings required.
- Simultaneously manage multiple projects within established deadlines required.
- Working knowledge of National Electric Code, National Electric Safety Code, and distribution system construction standards 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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☒ seeing	☒ ability to move distances	☒ lifting (specify)
☒ color perception (red, green, amber)	within and between warehouses/offices	☐ 10_ pounds
☒ hearing/listening	☒ climbing	☒ carrying (specify)
☒ clear speech	☐ ability to mount and	☐ 10_ pounds
☒ touching	dismount forklift/truck	☒ driving (local/over 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:

Directly Supervises: 87 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 4/14/2016); Revised 9/19/2017; Revised 10/11/2022; Revised 5/5/23.

Director of Generation Engineering & Maintenance
Page 1 of 5

City of Burlington Job Description

Position Title: Director of Generation Engineering & Maintenance

Department: Burlington Electric Department

Reports to: COO/Manager of Utility Services & Engineering

Pay Grade:

Job Code:

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

This position is responsible for the design, engineering, and maintenance of the Burlington Electric Department McNeil Generating Station. This position also supports the design, engineering, and maintenance of BED's Chace Mill Winooski One Hydroelectric, Burlington GT, Airport Solar, and Pine Street Solar facilities. This position is responsible for providing high quality leadership, communication, and management for the Generation engineering and maintenance area.

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.)

- Manage the generating facilities in accordance with current Public Utility Commission ("PUC") mandates, other State and Federal requirements and City Charter provisions.
- Supervise, coach, motivate, and evaluate employees within the generation engineering and maintenance area to ensure that their specific duties and responsibilities are being fulfilled in a prudent and professional manner.
- Seek input from employees, provide feedback and recognize good performance; lead employees and at times make tough and sometimes unpopular decisions; and hold employees accountable for meeting established expectations and following procedures.
- Ensure that employees reporting to them and outside contractors at the generating facilities follow applicable safety rules and adhere to the BED/IBEW Collective Bargaining Agreement, Personnel Manual, and Accident Prevention Manual.
- Develop and manage the annual fiscal year maintenance and capital improvement budgets for McNeil Generating Station, and the calendar year maintenance and capital improvement budget for the McNeil Joint Owners.
- Develop, maintain, and implement BED's McNeil Generating Station five-year capital plans.
- Support all engineering, maintenance, and capital projects for Winooski One Hydro, Gas Turbine, and Solar Generation facilities.

- Develop, implement, and maintain McNeil Generating Station's maintenance plan.
- Support McNeil Generating Station outages.
- Support BED's Gas Turbine and Winooski One Hydro outages.
- Assists with repairs and solutions after forced outages at all Generation assets to get the asset operational in a safe and effective manner.
- Performs job safety checklists, procedural checks, and work closeouts with staff and contractors that are working on site.
- Consults on and assists the Director of Safety in preparing revisions to the generating facilities portion of the Accident Prevention Manual.
- Oversee McNeil Generating Station projects to ensure they are adequately managed in terms of labor, materials, schedules, and work order closeout.
- Coordinates with Director of Generation Operations, Chief Forrester, Environmental Specialist, and other supervisors regarding activities, projects, and operating conditions.
- Keep the McNeil Joint Owners informed on issues and concerns at the McNeil Generating Station.
- Responsible for developing, implementing, and maintaining generating facilities security standards in collaboration with the BED's IT Department to ensure the integrity of the generating facilities.
- Work with BED's Policy & Planning Department to coordinate effective and economic operations of BED generation facilities and to support innovation projects that are complementary to generation facilities.
- Maintain a communicative and cooperative liaison between BED and its customers, other City Departments, City, State and Federal leaders, utilities, regulators, and others, as appropriate, relative to matters of mutual interest and expertise.
- Work with the Director of Generation Operations and BED's Policy & Planning Department on RPS requirements in other States to maximize REC sales for all generation owned by BED.
- Oversee the design, documentation, and modifications for all generating facility's control systems.
- Prepare specifications for proposed engineering services and new equipment. Evaluate proposals, review design drawings and calculations, and oversee installation.
- Provide project management for all McNeil Generating Station projects.
- Ensures generating stations are operating within local, State, and Federal permitted limits for water and air quality control.
- Keeps abreast of all generating facilities safety policies and procedures and ensures employees maintain awareness and adherence to policies and procedures.
- Consults on and assists the Director of Safety in preparing revisions to the generating facilities portion of the Accident Prevention Manual.
- Develop, maintain, and implement written Standard Operating Procedures.
- Submit all compliance certifications required for any BED asset.
- Prepares and submit routine reports, including but not limited to, weekly operating reports and bid pricing changes.
- Maintain and program PLC logic related to all generating asset controls and operations.
- Perform generation outage requests and perform market bidding activities as needed.

- Learn and become qualified Level 1 and 2 Operator for BED Gas Turbine.
- Learn and become qualified to be Level 1 Operator for BED Winooski One Hydroelectric.
- Respond to public concerns regarding generating facilities operation. Provide direct backup responsibilities to the Director of Generation Operation.
- Conduct tours for the public and technical visitors as needed.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor of Science degree in Engineering, or Engineering Technology is required.
- Eight (8) years of experience in electrical generation, construction, or design is required, including at least three (3) years of leadership or management experience.
- Professional Engineering license (PE) required.
- Basic knowledge of the combustion process, hydraulics, lubrication, electricity and electronics, heat transfer, control logic, valve types, and engineering units required.
- Ability to work with Generation control systems and software is required.
- Demonstrated computer competency in word processing, spreadsheets, and emails is required.
- Must possess demonstrated leadership and communication skills and an established record of motivating and empowering employees, holding employees accountable, and coordinating self-managed teams.
- Ability to communicate and interact with all BED employees, vendors, contractors, and the public is required.
- Ability to work well with customers and elected/appointed officials in high public profile positions is essential.
- Ability to effectively manage the Generating Facilities in such a manner that BED is able to meet its strategic mission, goals, and objectives.
- Knowledge of data acquisition systems, personal computers, programmable logic controllers, instrumentation, and distributed control systems is required.
- Experience managing capital and expense budgets is required.
- Working knowledge of National Electric Code, National Electric Safety Code, and VOSHA/OSHA Standards required.
- Experience in confined space, arc flash and lock out/tag out procedures.
- Demonstrated ability to organize and prioritize workload, manage multiple projects, and meet established deadlines required.
- Ability to use special personal protective equipment such as hearing protection, rubber boots, leather gloves, safety glasses, respirator (fit test required using OSHA criteria), hard hat, etc.
- Must have the ability to enter a confined space and elevated areas.
- Ability to work long hours to accommodate workload and emergencies.
- Responding to all BED's Generation emergencies is required.
- Answering phone calls after business hours is required.
- Ability to operate the Gas Turbine and Winooski One Hydro after hours as needed in an emergency situation is required.

- Ability to obtain and maintain a valid Vermont State driver's license within three months of date hired.
- 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 within warehouses and offices
☒ color perception (red, green, amber)	☒ lifting with assistance (50 pounds)
☒ hearing/listening	☒ carrying (25 pounds)
☒ clear speech	☒ climbing
☒ touching (appropriate only)	☒ driving
☒ dexterity hand finger	ability to mount and dismount forklift
reading – basic	☒ pushing/pulling
☒ reading – complex	shift work
math skills – basic	☒ moving objects
☒ math skills – complex	☒ pressurized equipment
writing – basic	☒ extreme heat
☒ writing – complex	☒ extreme cold
☒ analysis/comprehension	☒ high places
☒ judgment/decision making	☒ noise
☒ clerical	☒ fumes/odors
☒ inside	☒ dirt/dust
☒ outside	☒ hazardous materials
☒ works alone	☒ electrical equipment
☒ works with others	☒ mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

Supervision:

Directly Supervises: 2

Indirectly Supervises: 9

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 November 15, 2015, 5/7/2018, 10/1/2021; Revised 5/5/23.

Associate Generation Engineer
Page 1 of 3

City of Burlington Job Description

Position Title: Associate Generation Engineer
Department: Burlington Electric Department
Reports to: Director of Generation Engineering & Maintenance
Pay Grade: M20 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose:

Under general supervision, this position designs the Burlington Electric Department generating facilities modifications, upgrades, and improvements to ensure the reliability of the generating assets.

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.)

- Perform engineering functions for all generating facilities within Burlington Electric Department (BED) including McNeil Generating Station, Chace Mill Winooski One Hydroelectric, Burlington GT, Airport Solar, and BED Pine Street Solar facilities.
- Design, document, and implement modifications for Generation control systems.
- Program PLC logic related to all generating asset controls and operations.
- Provide engineering support on any Generation system or piece of equipment.
- Prepare specifications, evaluate proposals, and coordinate outside engineering services.
- Provide engineering drawings with detailed work instructions for all assigned capital projects.
- Ensure that all plant drawings are up-to-date to depict as-built conditions.
- Maintain documentation including engineering drawings, equipment manuals, and file organization.
- Assist with equipment inspections and preventive maintenance functions.
- Assist with electronics troubleshooting and repair.
- Assist with repairs and solutions after forced outages at all Generation assets as needed to get the asset operational in a safe and effective manner.
- Become a qualified Level One Operator for BED Gas Turbine.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- Must possess a Bachelor of Science degree in Electrical Engineering or related discipline.
- Demonstrated communication skills required.
- Ability to manage multiple projects within established deadlines.
- Ability to keep abreast of current technologies and procedures.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is required.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings as well as travel to conferences, workshops or other professional meetings required.
- Ability to use special personal protective equipment such as hearing protection, rubber boots, leather gloves, safety glasses, respirator (fit test required using OSHA criteria), hard hat, etc.
- Ability to work outside where there is exposure to heat/cold or moisture, hazardous materials, and energized wires/equipment.
- Ability to work in and around energized, high voltage equipment, in accordance with all applicable safety requirements.
- Ability to work long hours to accommodate workload or emergencies.
- Answering phone calls after business hours is 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.

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 with assistance (50 pounds)
x hearing/listening	x carrying (25 pounds)
x clear speech	x climbing
x touching (appropriate only)	x driving
x dexterity hand finger	ability to mount and dismount forklift
reading – basic	x pushing/pulling
x reading – complex	shift work
math skills – basic	x moving objects
x math skills – complex	x pressurized equipment
writing – basic	x extreme heat
x writing – complex	x extreme cold
x analysis/comprehension	x high places
x judgment/decision making	x noise
x clerical	x fumes/odors

☒ inside	☒ dirt/dust
☒ outside	☒ hazardous materials
☒ works alone	☒ electrical equipment
☒ works with others	☒ mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

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 5/4/23.

City of Burlington Job Description

Position Title: Generation Engineer
Department: Burlington Electric Department
Reports to: Director of Generation Engineering & Maintenance
Pay Grade: M21 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose:

~~Under general supervision,~~ This position is responsible for the designs and engineering of the Burlington Electric Department generating facilities modifications, upgrades, and improvements to ensure the reliability of the generating assets.

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.)

- Perform engineering functions for all generating facilities within Burlington Electric Department (BED) including McNeil Generating Station, Chace Mill Winooski One Hydroelectric, Burlington GT, Airport Solar, and BED Pine Street Solar facilities.
- Design, document, and implement modifications for Generation control systems.
- Program and maintain programable logic controllers (PLC) logic related to all generating asset controls and operations.
- Provide engineering support on any Generation system or piece of equipment.
- Prepare specifications, evaluate proposals, and coordinate outside engineering services.
- Provide engineering drawings with detailed work instructions for all assigned capital projects.
- Ensure that all plant drawings are up-to-date to depict as-built conditions.
- Maintain documentation including engineering drawings, equipment manuals, and file organization.
- Provide project management for all assigned Generation capital projects.
- Assist in making submissions of compliance certifications for any BED asset.
- Assist in the development of BED’s generation facilities budgets and five-year capital plans.
- Assist in the development of generating facilities inspection and maintenance plans.
- Assist with equipment inspections and preventive maintenance functions.
- Assist with electronics troubleshooting and repair.
- Assist in outage planning and coordination.
- Assist with repairs and solutions after forced outages at all Generation assets as needed to get

the asset operational in a safe and effective manner.

- Recommend spare parts purchases.
- Prepare written Standard Operating Procedures as needed.
- Design and maintain the instrument quality assurance program.
- Conduct tours for the public and technical visitors as needed.
- Become a qualified Level One and Level two Operator for BED Gas Turbine.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- Must possess a Bachelor of Science degree in Electrical Engineering or related discipline.
- Three (3) years experience in electrical power production facilities or electrical utility engineering is required.
- Experience in programming PLCs is required.
- Knowledge of National Electric Code (NEC), National Electrical Safety Code (NESC), and VOSHA/OSHA Standards required.
- Demonstrated communication skills required.
- Ability to manage multiple projects within established deadlines.
- Ability to keep abreast of current technologies and procedures.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is required.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings, as well as, travel to conferences, workshops or other professional meetings required.
- Ability to use special personal protective equipment such as hearing protection, rubber boots, leather gloves, safety glasses, respirator (fit test required using OSHA criteria), hard hat, etc.
- Ability to work outside where there is exposure to heat/cold or moisture, hazardous materials, and energized wires/equipment.
- Ability to work in and around energized, high voltage equipment, in accordance with all applicable safety requirements.
- Ability to work long hours to accommodate workload or emergencies.
- Answering phone calls after business hours is 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.

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 with assistance (50 pounds)
x hearing/listening	x carrying (25 pounds)
x clear speech	x climbing
x touching (appropriate only)	x driving
x dexterity hand finger	ability to mount and dismount forklift
reading – basic	x pushing/pulling
x reading – complex	shift work
math skills – basic	x moving objects
x math skills – complex	x pressurized equipment
writing – basic	x extreme heat
x 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: 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 5/5/23.

Senior Generation Engineer
Page 1 of 4

City of Burlington Job Description

Position Title: Senior Generation Engineer
Department: Burlington Electric Department
Reports to: Director of Generation Engineering & Maintenance
Pay Grade: MF3 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose:

This position is responsible for the design and engineering of the Burlington Electric Department generating facilities modifications, upgrades, and improvements to ensure the reliability of the generating assets.

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.)

- Perform engineering functions for all generating facilities within Burlington Electric Department (BED) including McNeil Generating Station, Chace Mill Winooski One Hydroelectric, Burlington GT, Airport Solar, and BED Pine Street Solar facilities.
- Design, document, and implement modifications for Generation control systems.
- Program and maintain programable logic controllers (PLC) logic related to all generating asset controls and operations.
- Provide engineering support on any Generation system or piece of equipment.
- Provide engineering support for the operation and maintenance of air emission and water discharge monitoring equipment.
- Prepare specifications, evaluate proposals, and coordinate outside engineering services.
- Provide engineering drawings with detailed work instructions for all assigned capital projects.
- Ensure that all plant drawings are up-to-date to depict as-built conditions.
- Maintain documentation including engineering drawings, equipment manuals, and file organization.
- Perform efficiency studies on generating facilities and individual pieces of equipment.
- Provide project management for all assigned Generation capital and maintenance projects.
- Assist in making sSubmissions of compliance certifications required for any BED asset as assigned.
- Assist in the development of BED’s generation facilities budgets and five-year capital plans.
- Assist in the development of generating facilities inspection and maintenance plans.

- Assist with equipment inspections and preventive maintenance functions.
- Assist with electronics troubleshooting and repair.
- Assist in outage planning and coordination.
- Assist with repairs and solutions after forced outages at all Generation assets as needed to get the asset operational in a safe and effective manner.
- Recommend spare parts purchases.
- Prepare written Standard Operating Procedures as needed.
- Design and maintain the instrument quality assurance program.
- Perform generation outage requests and market bidding activities as needed.
- Plan and conduct in-house training sessions as needed.
- Conduct tours for the public and technical visitors as needed.
- Become a qualified Level One and Level two Operator for BED Gas Turbine.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- Must possess a Bachelor of Science degree in Electrical Engineering or related discipline.
- Three (3)- Eight (8) years experience in electrical power production facilities or electrical utility engineering is required.
- Professional Engineering license (PE) is required.
- Experience in programming programmable logic controllers (PLCs) is required.
- Knowledge of National Electric Code (NEC), National Electrical Safety Code (NESC), and VOSHA/OSHA Standards required.
- Demonstrated communication skills required.
- Ability to manage multiple projects within established deadlines.
- Ability to keep abreast of current technologies and procedures.
- Professional behavior that reflects excellent customer service and encourages working partnerships with internal (e.g. employee) and external (e.g. ratepayer) customers is required.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to attend evening meetings as well as travel to conferences, workshops or other professional meetings required.
- Ability to use special personal protective equipment such as hearing protection, rubber boots, leather gloves, safety glasses, respirator (fit test required using OSHA criteria), hard hat, etc.
- Ability to work outside where there is exposure to heat/cold or moisture, hazardous materials, and energized wires/equipment.
- Ability to work in and around energized, high voltage equipment, in accordance with all applicable safety requirements.
- Ability to work long hours to accommodate workload or emergencies.
- Answering phone calls after business hours is 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.

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 within warehouses and offices
☒ color perception (red, green, amber)	☒ lifting with assistance (50 pounds)
☒ hearing/listening	☒ carrying (25 pounds)
☒ clear speech	☒ climbing
☒ touching (appropriate only)	☒ driving
☒ dexterity hand finger	ability to mount and dismount forklift
☒ reading – basic	☒ pushing/pulling
☒ reading – complex	shift work
☒ math skills – basic	☒ moving objects
☒ math skills – complex	☒ pressurized equipment
☒ writing – basic	☒ extreme heat
☒ writing – complex	☒ extreme cold
☒ analysis/comprehension	☒ high places
☒ judgment/decision making	☒ noise
☒ clerical	☒ fumes/odors
☒ inside	☒ dirt/dust
☒ outside	☒ hazardous materials
☒ works alone	☒ electrical equipment
☒ works with others	☒ mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

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: _____

Senior Generation Engineer
Page 4 of 4

Revised 5/4/23.

**City of Burlington
Job Description**

Position Title: Director of Generation Operations
Department: Burlington Electric Department
Reports to: COO/Manager of Utility Services & Engineering
Pay Grade: M30 **Job Code:**
Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose:

This position is responsible for the overall operation of the Burlington Electric Department (BED) generation assets. Additionally, this position is responsible for the maintenance and capital improvement for Chace Mill Winooski One Hydroelectric, Burlington GT, Airport Solar, and BED Pine Street Solar facilities. The Director of Generation Operations will be responsible for providing high quality leadership, communication, and management for McNeil operations, Gas Turbine, and Winooski One personnel.

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.)

- Manage the generating facilities and fuel procurement in accordance with current Public Utility Commission ("PUC") mandates, other State and Federal requirements and City Charter provisions.
- Supervises McNeil Shift Supervisors and Winooski One Hydroelectric personnel to ensure that their specific duties and responsibilities are being fulfilled in a prudent and professional manner.
- Seek input from employees, provide feedback and recognize good performance; lead employees and at times make tough and sometimes unpopular decisions; and hold employees accountable for meeting established expectations and following procedures.
- Ensure that employees reporting to them and outside contractors at the generating facilities follow applicable safety rules and adhere to the BED/IBEW Collective Bargaining, Agreement, Personnel Manual, and Accident Prevention Manual.
- Develop and manage the annual fiscal year operating and capital budgets for Winooski One Hydroelectric, Burlington GT, and Solar Generation facilities.
- Develop, maintain, and implement BED's Gas Turbine, Winooski One Hydroelectric, and Solar Generation facilities five-year capital plans.
- Develop, implement, and maintain Operations inspections for McNeil Generating Station.
- Develop, implement, and maintain inspection and maintenance plans for BED's Gas Turbine, Winooski One Hydroelectric, and Solar Generation facilities.
- Plan, coordinate, and schedule BED's Gas Turbine and Winooski One Hydroelectric outages.
- Responsible for McNeil Generating Station annual outage.

- Assists with repairs and solutions after forced outages at all Generation assets as needed to get the asset operational in a safe and effective manner.
- Ensure final field inspection of all Gas Turbine and Winooski One Hydroelectric projects are performed.
- Performs job safety checklists, procedural checks, and work closeouts with staff and contractors that are working on site.
- Oversee Winooski One Hydroelectric, Solar and Gas Turbine projects to ensure they are adequately managed in terms of labor, materials, schedules, and closeout.
- Coordinates with Director of Generation Engineering and Maintenance, Chief Forrester, Environmental Specialist, and other supervisors regarding activities and operating conditions.
- Keep the McNeil Joint Owners informed on issues and concerns at McNeil Generating Station.
- Responsible for developing, implementing, and maintaining generating facilities security standards in collaboration with the BED's IT Department to ensure the integrity of the generating facilities.
- Work with BED's Policy & Planning Department to coordinate effective and economic operations of BED generation facilities and to support innovation projects that are complementary to generation facilities.
- Maintain a communicative and cooperative liaison between BED and its customers, other City Departments, City, State and Federal leaders, utilities, regulators, and others, as appropriate, relative to matters of mutual interest and expertise.
- Coordinate with BED's Policy & Planning Department on RPS requirements in other States to maximize REC sales for all generation owned by BED.
- Prepare specifications for proposed engineering services and new equipment at Winooski One Hydroelectric, Burlington GT, Airport Solar, and BED Pine Street Solar facilities. Evaluate proposals, review design drawings and calculations, and oversee installation.
- Ensures generating stations are operating within local, State, and Federal permitted limits for water and air quality control.
- Consults on and assists the Director of Safety in preparing revisions to the generating facilities portion of the Accident Prevention Manual.
- Develops and implement written Standard Operating Procedures for McNeil Plant shift employees, Gas Turbine operators, and Winooski One Hydroelectric personnel.
- Prepares and submit routine reports, including but not limited to, weekly operating reports and bid pricing changes.
- Submit all compliance certifications required for any BED generating facility.
- Learns and performs the duties of the McNeil Shift Supervisor. Performs the 12 hours Shift Supervisor duties as needed in an emergency situation.
- Learns and performs the duties of BED's Power Production Technician related to Winooski One Hydro Station as needed in an emergency situation.
- Trains other staff on the duties of BED's Power Production Technician related to Winooski One Hydro Station.
- Become qualified Level 1 and 2 Operator for BED Gas Turbine.
- Perform direct backup responsibilities to the Director of Generation Engineering and Maintenance.
- Develop and implement written training plans for McNeil shift employees, Gas Turbine operators and Winooski One Hydro personnel.
- Respond to public concerns regarding generating facilities as needed..
- Conduct tours for the public and technical visitors as needed.

NON-ESSENTIAL FUNCTIONS:

- Performs other related duties as required.

Qualifications/Basic Job Requirements:

- Bachelor of Science degree in Engineering, or Engineering Technology is required.
- Eight (8) years of experience in electrical generation, construction, or design is required, including at least three (3) years of leadership or management experience.
- Basic knowledge of the combustion process, hydraulics, lubrication, electricity and electronics, heat transfer, control logic, valve types, and engineering units required.
- Ability to work with Generation control systems and software is required.
- Demonstrated computer competency in word processing, spreadsheets, and email required.
- Experience managing capital and expense budgets is required.
- Must possess demonstrated leadership and communication skills and an established record of motivating and empowering employees, holding employees accountable, and coordinating self-managed teams.
- Ability to communicate and interact with all BED employees, vendors, contractors, and the public.
- Ability to work well with customers and elected/appointed officials in high public profile positions is essential.
- Ability to effectively manage the Generating Facilities in such a manner that BED is able to meet its strategic mission, goals, and objectives.
- Experience in confined space, arc flash and lockout/tag out procedures.
- . Working knowledge of National Electric Code, National Electric Safety Code, and VOSHA/OSHA Standards required.
- Demonstrated ability to organize and prioritize workload, manage multiple projects, and meet established deadlines required.
- Ability to use special personal protective equipment such as hearing protection, rubber boots, leather gloves, safety glasses, respirator (fit test required using OSHA criteria), hard hat, etc. required.
- Must have the ability to enter a confined space and elevated areas.
- Must have the ability to operate heavy equipment.
- Ability to work long hours to accommodate workload and emergencies required.
- Responding to all BED's Generation emergencies is required.
- Answering phone calls after business hours is required.
- Ability to operate the Gas Turbine and Winooski One Hydro after hours as needed in an emergency situation is required.
- Must be able to work 12 hours shift as needed in an emergency situation is required.
- Ability to obtain and maintain a valid Vermont State driver's license within three months of date hired.
- 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 within warehouses and offices
☒ color perception (red, green, amber)	☒ lifting with assistance (50 pounds)
☒ hearing/listening	☒ carrying (25 pounds)
☒ clear speech	☒ climbing
☒ touching (appropriate only)	☒ driving
☒ dexterity hand finger	ability to mount and dismount forklift
reading – basic	☒ pushing/pulling
☒ reading – complex	☒ shift work
☒ math skills – basic	☒ moving objects
math skills – complex	☒ pressurized equipment
writing – basic	☒ extreme heat
☒ writing – complex	☒ extreme cold
☒ analysis/comprehension	☒ high places
☒ judgment/decision making	☒ noise
☒ clerical	☒ fumes/odors
☒ inside	☒ dirt/dust
☒ outside	☒ hazardous materials
☒ works alone	☒ electrical equipment
☒ works with others	☒ mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

Supervision:

Directly Supervises: 6

Indirectly Supervises: +/- 20

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 12/20/2021; Revised 5/5/23.

**City of Burlington
Job Description**

Position Title: Supervisor of Plant Maintenance

Department: Burlington Electric Department

Reports to: Director ~~Supervisor~~ of Generation Engineering & Maintenance Operations

Pay Grade: NS7 **Job Code:** 825

Exempt/Non-Exempt: Exempt **Union:** N/A

General Purpose:

This position is responsible for supervising, planning, implementing and reporting on all maintenance activities for BED Generating assets, which include the McNeil Generating Station, BED Solar Arrays, Winooski One Hydroelectric and Gas Turbine.

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.)

- Develops schedules and implements a program of preventative maintenance for the BED generating assets.
- Administers work orders for the BED generating assets including prioritizing maintenance requests and ensuring adequate resources for completion.
- Plans, schedules, and implements the maintenance activities for scheduled and non-scheduled outages.
- Ensures that plant drawings are up-to-date to depict as-built conditions, and maintains equipment histories.
- Works with Purchasing Department to develop RFP’s and establish reorder levels for assets to ensure adequate and cost effective inventory levels. Prepares requisitions for spare parts, equipment replacement, lubricants and tools.
- Prepares specifications for proposed new equipment. Evaluates proposals, review design drawings and calculations, and make recommendations.
- Interfaces with equipment representatives to keep up-to-date on current products and practices.
- Keeps detailed cost records and recommends budget requirements of all maintenance activities.
- Supervises and conducts employee evaluations for maintenance personnel.
- Identifies training needs and develops a training program for maintenance personnel.
- Attends weekly staff meetings, and issues a weekly maintenance report.
- Develops a daily work list for staff and administers daily meetings with station staff to discuss projects and review safety requirements of daily activities.
- Performs job safety checklist with contractors that are working on site.

- Responsible for making sure staff conducts daily tailboard meeting forms for each task they perform.
- Consults on and assists the Director of Safety in preparing revisions to the generating facilities portion of the Accident Prevention Manual.
- Performs safety and procedure checks when work is being performed by station staff or outside contractors on maintenance or repairs.
- Responsible for work close out procedures relating to repairs/projects performed by either contractors or staff.
- Oversee day to day activities when temporary employees are utilized.
- Performs project management duties on multiple projects.

NON-ESSENTIAL FUNCTIONS:

Performs other related duties as required.

Qualifications/Basic Job Requirements:

- Associate's degree in Engineering or technical related program is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Must have a minimum of seven (7) years' experience in electrical power production facilities to include at least two (2) years supervisory responsibilities.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Ability to give and follow complex written and verbal instructions required.
- Must have demonstrated abilities in effective leadership, communication and creation of environments in which employees feel supported, motivated and highly productive.
- Answering phone calls after business hours required.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required
- Ability to organize and prioritize workflow and meet established deadlines required.
- Knowledge of National Electric Code (NEC), National Electrical Safety Code (NESC), and VOSHA Standards required.
- Experience in confined space, arc flash and lock out/tagout procedures.
- Ability to make concise decisions in emergency situations.
- Ability to work long hours to accommodate workload and emergencies.
- Ability to communicate and interact with all BED employees, vendors, contractors and the public.
- Ability to obtain and maintain a valid Vermont State driver's license within three months of date hired.
- Ability to use special personal protective equipment such as hearing protection, rubber boots, leather gloves, safety glasses, respirator, hard hat, etc.
- 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 _50_ pounds)
X	hearing/listening	X	carrying (specify 25 pounds)
X	clear speech	X	Climbing
X	Touching	X	Driving
X	dexterity x hand x finger	X	ability to mount and dismount forklift
	reading – basic	X	pushing/pulling
X	reading – complex		shift work
	math skills – basic	X	moving objects
X	math skills – complex	X	pressurized equipment
	writing – basic	X	extreme heat
X	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: _7_

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: _____

Revised Jan 2013, Revised 1/31/2019; Revised 9/2020; Revised 10/4/2021; Revised 5/9/2023.

City of Burlington Job Description

Position Title: Chief Forester

Department: Burlington Electric Department- McNeil

Reports to: Director of Generation Manager of Utility Services and Engineering/COO

Pay Grade: NS9

Job Code: 828

Exempt/Non-Exempt: Exempt

Union: Non-union

General Purpose: the Chief Forester is responsible for the overall safe, efficient, reliable and environmentally sound procurement of wood fuel in amounts and at times necessary for operation of the J.C. McNeil Generating Station.

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.)

- Develop, update and administer the wood fuel procurement plan for the J.C. McNeil Generating Station.
- Conduct or direct the negotiation and administration of contracts for wood fuel, rail delivery and satellite yard operation.
- Provide guidance and leadership in avoidance and resolution of environmental violations on wood harvesting operations supplying BED.
- Develop and administer fiscal and calendar year budgets.
- Identify and interview new wood fuel suppliers.
- Schedule rail deliveries of wood fuel in accordance with plant needs and storage requirements. Interface with railroad officials regarding car availability, scheduling and resolution of problems.
- Direct, supervise, train and evaluate the activities of professional forestry staff, and Wood Yard Operator.
- Ensure compliance with all applicable BED personnel policies, safety programs and union rules.
- Monitor market conditions for wood fuel.
- Investigate and report on environmental issues and developments in biomass fuel production and harvesting technologies.
- Prepare and submit reports and documents required by the Vermont Public Service Board and other regulatory bodies.
- Represent BED on wood fuel related issues at McNeil Joint Owner meetings.
- Manage forestry data files on weekly wood purchases, supplier performance and wood

fuel inventory.

- Direct the operation of a waste wood yard including the delivery, storage, processing and removal of wood products.
- Prepare periodic reports on wood fuel deliveries, consumption, inventory and arrange semi-annual aerial surveys.
- Conduct long range planning studies.
- Direct the use and maintenance of a fleet of four four-wheel drive vehicles, Production Office, forestry measurement equipment and aerial photographs.
- Manage BED's 285 acre Intervale landholding, negotiate and administer leases, monitors regulations, and maintain security.
- Initiate and coordinate research projects related to the increase in diversity of biofuels.
- Provide technical guidance on fuel handling and storage operations.

Non-Essential Job Functions:

- Represent the interests of the McNeil Generating Station through membership and/or participation in relevant resource organizations.
- Monitor legislation pertinent to wood harvesting.
- Provide wood fuel procurement information on tours of the McNeil Generating Station and lead tours of harvesting operations as required.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- Must possess a Bachelor of Science in Forestry
- Be accredited by the Society of American Foresters (or equivalent)
- Possess or be eligible to obtain either a New Hampshire Professional License or Professional Forester Certificate from the Society of American Foresters.
- Must have at least six years experience in wood procurement or industrial forest management including contract negotiation.
- Familiarity with forest harvesting practices and with proven skills in the use of equipment and procedures commonly employed in wood procurement and forestry planning is required.
- Must have excellent verbal and written communication skills and basic computer skills.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- A valid driver's license is required.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move	☐ lifting
☒ color perception		(occasionally
(red, green, amber)		with assistance)
☒ hearing/listening	warehouses/offices	100 pounds
☒ clear speech	☒ climbing	☒ carrying (specify)
☒ touching	☒ ability to mount	50 pounds
☒ dexterity	and dismount	☒ driving (local/over
☒ hand	forklift/truck	the road)
☒ finger	☒ pushing/pulling	☒ analysis
☒ reading - basic	☒ math skills – basic	/comprehension
☐ reading - complex	☒ math skills –	☒ judgment/decision
☒ writing - basic	complex	making
☐ writing - complex	clerical	☒ pressurized
☐ shift work	☒ outside	equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact	☒ noise	☒ fumes/odors
w/others	☒ mechanical	hazardous materials
☒ face-to-face contact	equipment	☒ dirt/dust
☒ inside	☐ electrical	
	equipment	

Supervision:Directly Supervises: 4 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: _____

(last update 08/09/96, revised 07/19/2006)

Revised 9/2015; Revised 5/9/2023.

City of Burlington
Job Description

Position Title: Business Coordinator – Generation (Grandfathered)
Department: Burlington Electric
Reports to: Manager of Generation Utility Services and Engineering/COO
Pay Grade: A4 **Job Code:** TBD
Exempt/Non-Exempt: Exempt **Union:** IBEW

General Purpose: This position is responsible for providing coordination and oversight of all business and administrative functions for the McNeil Generating Station (“McNeil”) and other plants (“BED Generation”). In addition, this position is responsible for conducting research, analysis and making recommendations on subjects pertinent to McNeil.

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

- Provide coordination and oversight of business functions to support the stable operation of McNeil and all BED Generation.
- Lead the budget development process, working directly with plant leadership, to prepare and present the calendar, fiscal year, and five-year budgets for McNeil and other BED Generation in final form.
- Monitor all monthly expenses, identify spending variances for the calendar and fiscal year budgets, and recommend action to contain overruns.
- Develop, maintain, analyze, report and problem solve on a variety of BED Generation information, including, but not limited to, personnel, financial information, operating statistics, etc.
- Responsible for the timely completion of special projects in the areas of budget, personnel, operations, etc., requiring the exercise of discretion and independent judgment and under minimal or no supervision.
- Responsible to coordinate a complex 24/7/365 shift system required to operate BED Generation using independent judgement to resolve issues not addressed directly by Policies,

Procedures or Contracts.

- Review timesheets for all BED Generation employees, verify the accuracy of all hours worked by comparison with station records, verify payroll codes are correct, verify that the Federal Energy Regulatory Commission (FERC) account numbers are correct for the work involved, and submit timesheets to payroll for processing.
- Provide regular input in determining BED Generation's position needs, prepare new and revised position descriptions for development with Human Resources, and coordinates changes in job descriptions with Human Resources to ensure that descriptions are kept up to date.
- Serve as Clerk for the McNeil Joint Owners meetings and responds to Joint Owner requests for information.
- Serve as a BED Generation public information officer (PIO) and public relations contact person.
- Routinely review, route, and safeguard confidential documents to ensure proper treatment.
- Maintain and manage a variety of confidential documents, including but not limited to, personnel related material, legal documents, contracts, and strategic planning documents.
- Assist with the drafting, reviewing, and editing of contractual documents.
- Review, approve, and prepare purchase requisitions under delegated authority in accordance with purchasing policies and procedures.
- Update staff on changes to department, local, state, and federal rules and regulations and see that the information is disseminated to BED Generation personnel.
- Maintain petty cash account at McNeil.
- Serve as administrative support, as needed, to Director of Generation and other leadership.
- Assist with the implementation and monitoring of strategies, plans and policies as they relate to the administration of BED Generation.
- Assist area personnel in development of project plans.
- Track the status of projects, provide coordination as needed, and identify areas of concern, and schedule meetings or other activities necessary to maintain project schedules.
- Develop, maintain, and provide project area reports.

Non-Essential Job Functions:

- Performs other duties as required.
- Serve as back-up to other Business Coordinators within BED.

Qualifications/Basic Job Requirements:

- Associate degree required. Bachelor's degree preferred.

- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Seven (7) years of accounting, office management, or executive administrative experience required.
- Ability to multi-task across a host of ever-changing problems and challenges each day.
- Ability to work independently to organize and prioritize workload, complete multiple projects, and meet established deadlines required.
- Ability to maintain strict confidentiality required.
- Ability to communicate effectively both orally and in writing required.
- Ability to translate technical information and design understandable materials that inform and educate BED customers and the public preferred.
- Knowledge of project management concepts preferred. Experience with Wrike project management software desired.
- Knowledge of FERC Accounting system preferred.
- Ability to work cooperatively with all levels of employees, Board of Electric Commissioners, McNeil Joint Owners, and the general public required.
- Strong personal computer skills with proficiency in the use of word processing and spreadsheet software required.
- Ability to understand a wide variety of confidential communications, including but not limited to, legal documents, personnel issues, and Public Service Board information, required.
- Must promote and display a style of work that reflects excellent customer service and encourages working partnerships with all internal (employee) and external (ratepayer) customers.
- Must have a high level of personal creativity, initiative, and enthusiasm.
- Ability to promote and display tact and courtesy.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work beyond the normal forty (40) hour work week as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

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 15 pounds)
x hearing/listening	x carrying (specify 10 pounds)
x clear speech	climbing
x touching	x driving
x dexterity hand finger	ability to mount and dismount forklift
reading – basic	pushing/pulling
x reading – complex	shift work
math skills – basic	moving objects
x math skills – complex	pressurized equipment
writing – basic	extreme heat
x writing – complex	extreme cold
x analysis/comprehension	high places
x judgment/decision making	x noise
x clerical	x fumes/odors
x inside	x dirt/dust
x outside	hazardous materials
x works alone	electrical equipment
x works with others	mechanical equipment
x face-to-face contact	
x verbal contact w/others	

Supervision:

Directly Supervises: 0

Indirectly Supervises: 10

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 9/14/15; Revised 03/2021; Revised 5/2023.

City of Burlington Job Description

Position Title: Project Manager/Business Analyst-CIS

Department: Burlington Electric Department

Reports to: Director of Information Technology

Pay Grade: A4

Job Code:

Exempt/Non-Exempt: Exempt

Union: IBEW

General Purpose:

The Project Manager/Business Analyst-CIS supports innovation, efficiency, and the effective use of technology at BED by leading and managing projects that implement positive changes to information systems and business processes. This position acts as a liaison among business stakeholders and information technology staff; collects, clarifies, and translates business requirements into design documentation from which applications and solutions are developed; and delivers desired project outcomes to ensure that BED's infrastructure and services are aligned with its strategic objectives.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental, and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

- Develop, manage, and lead various software implementation and other technology- or business operations-related projects to include: development and management of project plans, define and deliver individual project deliverables as a part of the overall program deliverables, manage the expectations of all stakeholders, manage all project relationships, manage project teams in delivering the projects, communicate and manage tasks and activities to a schedule with the team, and provide feedback to team members as appropriate.
- Effectively manage project activities, to include: project plan, scope/budget/resource management, time management (activities & task planning), communications, risk management, quality assurance and testing, user training, and continuing maintenance and support.
- Perform requirements gathering and analysis to include: analytical techniques; interview techniques; data-gathering techniques; current system documentation and process mapping; business modeling methods; business process, rules and logic; data gathering to solve complex issues; development of implementation plans; development of requirements; and key analytical troubleshooting.

- Develop and implement test plans/scenarios to ensure successful delivery of a project.
- Lend support to various business and technology teams as necessary during project delivery.
- Communicate effectively, clearly, and concisely in both verbal (e.g., day-to-day discussions, team meetings) and written (requirements and design specifications) form to all project stakeholders, including leadership, internal team members, other internal employees, and third-party vendors or consultants.
- Accurately determine, assign, track, and manage project task, activity, documentation, time information per internal standards. Accurately assess the risks associated with each solution design/project.
- Effectively manage multiple priorities.
- Serve as Customer Care team lead in the absence of Director of Customer Care, including review and resolution of escalated customer matters, handling or assigning of online customer requests, and coordination of the daily staffing plan.
- Support Director of Customer Care in training internal staff on use of customer information system (CIS) and related Customer Care procedures.
- In demanding circumstances where no additional Customer Care team member is available, including during certain high-volume customer call time periods and unplanned Customer Care staff absences, answers customer inquiries, upon advance approval of the Director of Information Technology.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in related field required.
- Three (3) years of relevant experience in project management/business analysis required.
- Additional experience may be substituted for a degree requirement on a two-for-one-year basis.
- Thorough working knowledge of financial, customer, or operations ERP and business intelligence systems required; prior implementation experience preferred.
- Strong project management skills required; PMP certification preferred.
- High proficiency in Windows, MS Office/O365 including Outlook, Teams, Excel, Powerpoint, Sharepoint, Visio, etc. required.
- Leadership and management skills and prior experience in leading technical and non-technical personnel through software development projects at the strategic and tactical/implementation levels required.
- Strong business and systems analysis, test planning and testing, and troubleshooting skills across numerous environments and architectures required.
- Experience in data gathering and facilitation techniques required; formal training in negotiation/facilitation skills preferred.

- Experience with requirements management required.
- Experience with applying and general knowledge of various analysis and gathering approaches, methodologies, and models required.
- Ability to work beyond the normal forty (40)-hour work week as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies required.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development required.
- Regular attendance is necessary and essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies required.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x seeing	x ability to move distances within warehouses and offices
x color perception (red, green, amber)	lifting (specify 15 pounds)
x hearing/listening	carrying (specify 10 pounds)
x clear speech	climbing
x touching (appropriate only)	x driving
x dexterity hand finger	ability to mount and dismount forklift
reading – basic	pushing/pulling
x reading – complex	shift work
math skills – basic	moving objects
x math skills – complex	pressurized equipment
writing – basic	extreme heat
x writing – complex	extreme cold
x analysis/comprehension	high places
x judgment/decision making	noise
x clerical	fumes/odors
x inside	dirt/dust
outside	hazardous materials
x works alone	electrical equipment
x works with others	mechanical equipment

☒ face-to-face contact	
☒ verbal contact w/others	

Supervision:

Directly Supervises: _____

Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

City of Burlington Job Description

Position Title: Senior Project Manager/Business Analyst-CIS

Department: Burlington Electric Department

Reports to: Director of Information Technology

Pay Grade: A6

Job Code:

Exempt/Non-Exempt: Exempt

Union: IBEW

General Purpose:

The Senior Project Manager/Business Analyst-CIS supports innovation, efficiency, and the effective use of technology at BED by leading and managing projects that implement positive changes to information systems and business processes. This position acts as a liaison among business stakeholders and information technology staff; collects, clarifies, and translates business requirements into design documentation from which applications and solutions are developed; and delivers desired project outcomes to ensure that BED's infrastructure and services are aligned with its strategic objectives.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental, and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

- Develop, manage, and lead complex software implementation and other technology- or business operations-related projects to include: development and management of project plans, define and deliver individual project deliverables as a part of the overall program deliverables, manage the expectations of all stakeholders, manage all project relationships, manage project teams in delivering the projects, communicate and manage tasks and activities to a schedule with the team, and provide feedback to team members as appropriate.
- Effectively manage project activities, to include: project plan, scope/budget/resource management, time management (activities & task planning), communications, risk management, quality assurance and testing, user training, and continuing maintenance and support.
- Perform requirements gathering and analysis to include: analytical techniques; interview techniques; data-gathering techniques; current system documentation and process mapping; business modeling methods; business process, rules and logic; data gathering to solve complex issues; development of implementation plans; development of requirements; and key analytical troubleshooting.

- Develop and implement test plans/scenarios to ensure successful delivery of a project.
- Perform project reviews to assess project health.
- Use working knowledge of electric utilities and their key business needs and processes to guide the effective use of technology to support strategic objectives.
- Effectively manage projects across multiple business domains.
- Coach, mentor, and train other personnel on communication, teamwork, project or software development methodology, and other topics as needed to support project success.
- Lend support to various business and technology teams as necessary during project delivery.
- Champions organizational continuous improvement and develops relationships with business process owners and users to become a trusted partner in business change.
- Plan and scope multi-project initiatives and participate in developing and maintaining multi-year technology and process change roadmaps.
- Communicate effectively, clearly, and concisely in both verbal (e.g., day-to-day discussions, team meetings) and written (requirements and design specifications) form to all project stakeholders, including leadership, internal team members, other internal employees, and third-party vendors or consultants.
- Accurately determine, assign, track, and manage project task, activity, documentation, time information per internal standards. Accurately assess organizational readiness and the risks associated with each solution design/project and recommend appropriate mitigation actions to Department leadership.
- Effectively manage multiple priorities.
- Serve as Customer Care team lead in the absence of Director of Customer Care, including review and resolution of escalated customer matters, handling or assigning of online customer requests, and coordination of the daily staffing plan.
- Support Director of Customer Care in training internal staff on use of customer information system (CIS) and related Customer Care procedures.
- In demanding circumstances where no additional Customer Care team member is available, including during certain high-volume customer call time periods and unplanned Customer Care staff absences, answers customer inquiries, upon advance approval of the Director of Information Technology.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in related field required.
- Five (5) years of experience in the BED Project Manager/Business Analyst position or 8 years' experience in an equivalent position in the electric utility sector is required.

- Additional experience may be substituted for a degree requirement on a two-for-one-year basis.
- One of the following additional required educational paths:
 - Without Bachelor's degree or more advanced degree: satisfactory completion of Undergraduate Certificate in field of computer science, IT, computer networking, or related field with approval from supervisor. Additional years of experience will not be substituted for the Undergraduate Certificate.
 - With Bachelor's or more advanced degree: Project Management Professional (PMP) certification or satisfactory completion of at least two (2) college-level in-person or online courses totaling at least six (6) credits in the fields of Community and Economic Development, Sustainability, Environmental/Social Justice, or related field with approval from supervisor. Additional years of experience will not be substituted for the PMP certification or college-level courses.
- Attend a minimum of 16 hours of supervisor-approved training every three (3) to five (5) years.
- Thorough working knowledge of electric utility financial, customer, or operations ERP and business intelligence systems (e.g., meter data management system, customer billing, work management, customer portal, financial information system, or GIS) required; prior implementation experience required.
- Strong project management skills and PMP certification required.
- High proficiency in Windows, MS Office/O365 including Outlook, Teams, Excel, Powerpoint, Sharepoint, Visio, etc. required.
- Leadership and management skills and prior experience in leading technical and non-technical personnel through software development projects at the strategic and tactical/implementation levels required.
- Strong business and systems analysis, test planning and testing, and troubleshooting skills across numerous environments and architectures required.
- Experience in data gathering and facilitation techniques required; formal training in negotiation/facilitation skills preferred.
- Experience with requirements management required.
- Experience with applying and general knowledge of various analysis and gathering approaches, methodologies, and models required.
- Ability to coach, mentor, and train personnel required.
- Ability to work beyond the normal forty (40)-hour work week as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies required.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development required.
- Regular attendance is necessary and essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies required.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances within warehouses and offices
☒ color perception (red, green, amber)	lifting (specify <u>15</u> pounds)
☒ hearing/listening	carrying (specify <u>10</u> pounds)
☒ clear speech	climbing
☒ touching (appropriate only)	☒ driving
☒ dexterity hand finger	ability to mount and dismount forklift
reading – basic	pushing/pulling
☒ reading – complex	shift work
math skills – basic	moving objects
☒ math skills – complex	pressurized equipment
writing – basic	extreme heat
☒ writing – complex	extreme cold
☒ analysis/comprehension	high places
☒ judgment/decision making	noise
☒ clerical	fumes/odors
☒ inside	dirt/dust
outside	hazardous materials
☒ works alone	electrical equipment
☒ works with others	mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

Supervision:

Directly Supervises: _____

Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____

Date: _____

Human Resources: _____ Date: _____

City of Burlington Job Description

Position Title: Director of Information Technology

Department: Burlington Electric Department

Reports to: Manager of Strategy & Innovation

Pay Grade: MF22

Job Code: 854

Exempt/Non-Exempt: Exempt

Union: N/A

General Purpose: The Director of Information Technology is responsible for managing Burlington Electric Department's information technology systems and working with internal and external stakeholders to constantly improve BED's technology infrastructure. The position is responsible for managing information technology staff. ~~This person is responsible for developing and implementing information technology staff.~~ This person is responsible for developing and implementing information technology procedures, encryption and cybersecurity standards, project management and project planning. The position leads development and implementation of BED's company-wide information technology strategy. This is a hands-on, mid-level management position that is a combination of design, development, project management, and operations.

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.)

- Direct the development of a comprehensive IT vision for BED to continuously improve service levels and identify ways to use technology to produce cost savings.
- Manage BED's IT staff including supervising and directing of personnel.
- Oversee the development and implementation of BED-wide IT Standards to reduce redundancy, maintain unified service delivery, and synchronize data platforms.
- Manage all Enterprise-level applications including acquisition, conversion, testing, implementation, and training.
- Oversee professional development and training programs for IT personnel and establish a BED-wide training program for appropriate applications.
- Develop and manage the IT area annual operating and capital budgets.
- Ensure that all work conforms to BED construction standards and NESC and NEC codes, applicable VOSHA regulations, safety rules and project specifications, as well as federal

rules and regulations.

- Respond to and schedule work assignments to deal with the timely repair of systems.
- Carry out IT personnel performance evaluations.
- Conduct the final inspection of IT related jobs, and close out associated work orders.
- Maintain appropriate supply levels to ensure work can be performed as scheduled.
- Oversee BED's information systems and technology, including computer performance, programming, systems analysis, security, planning and evaluating/implementing new technologies and backup and recovery standards for IT.
- Direct the development and implementation of various IT Policies & Procedures, including but not limited to, internet use, email, equipment standards, software purchases and licensing, user training, PC and LAN.
- Promote disaster recovery planning and systems assurance, in particular for the information assets, including hardware, software, and data.
- Provides project management support including the management of outside contractors
- Leads corporate-wide cybersecurity efforts and ensures security of all technology systems.

Non-Essential Job Functions:

- Provides backup to IT personnel.
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in Information Technology or related field required. Master's degree or additional certification preferred.
- Ongoing education in the form of additional college-level IT courses preferred.
- Ten (10) years of relevant experience required, with at least five (5) years in a supervisory role preferred.
- Must be detail oriented and creative.
- Must have demonstrated knowledge of Windows and Linux server platforms, databases, and Internet programming languages.
- Excellent communication, organizational, customer service, and problem-solving skills.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work effectively in a team oriented, collaborative environment.

- Ability to multi-task and adapt quickly to changing priorities and deadlines.
- Ability to establish and maintain positive working relationships with co-workers, customers and other personnel.
- Ability to work nights, weekends and holidays as 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 within and between warehouses/offices	☒ Lifting (specify) <u>50</u> pounds
☐ Color perception (red, green, amber)	☐ Climbing	☒ Carrying (specify) <u>50</u> pounds
☒ Hearing/listening	☐ Ability to mount and dismount forklift/truck	☒ Driving (local/over the road)
☒ Clear speech	☒ Touching	☒ Dexterity
☐ Reading – basic	☐ Math skills – basic	☒ Hand
☒ Reading – complex	☒ Math skills – complex	☒ Finger
☐ Writing-basic	☒ Clerical	☒ Analysis/comprehension
☐ Shift work	☐ Outside	☒ Judgment/decision-making
☒ Works alone	☐ Extreme heat	☒ Writing – complex
☒ Works with others	☐ Extreme cold	☐ Pressurized equipment
☒ Verbal contact w/others	☒ Noise	☐ Moving objects
☒ Face-to-face contact	☐ Mechanical equipment	☐ High places
☒ Inside	☒ Electrical equipment	☐ Fumes/odors
		☐ Hazardous materials
		☐ Dirt/dust

Supervision:

Directly Supervises: 75

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 9/15/15

Revised 01/09/17; approved by BOF and CC 01/09/17

Revised 05/17/23

Ref.#	Change	Area	Current Title	New Title	Current Report	New Report	Filled/Open	Current Grade	New Grade	Current Range	New Range	Maximum Current Pay Range	Maximum New Pay Range	Difference in Maximum Pay Range	Difference in Maximum Pay Range + Overhead	Employees	Total Difference	BED Cost Allocation	Maximum BED FY23 Portion
1*	Re-classification, retitle & update	BED	Director of Grid Services	Director of System Operations	Manager of Utility Services and Engineering	Manager of Utility Services and Engineering	Open	MF3	M29	\$97,961.34 - \$160,936.46	\$94,216.00- \$140,902.00	\$160,936.46	\$140,902.00	-\$20,034.46	-\$26,846	1	-\$26,846	100%	-\$215,655
6**	Eliminate position	McNeil	Director of Generation	NA	Manager of Utility Services and Engineering	NA	Open	M19	NA	\$137,232.58- \$190,893.25		\$190,893.250		-\$190,893.25	-\$255,797	1	-\$255,797	55%	-\$97,309
7***	Re-classification, retitle & update	McNeil	Senior Generation Engineer	Director of Generation Engineering & Maintenance	Director of Generation	Manager of Utility Services and Engineering	Filled	MF3	M30	\$97,961.34- \$160,936.46	\$112,029.00- \$173,744.00	\$160,936.46	\$173,744.00	\$12,807.54	\$17,162	1	\$17,162	55%	\$0
9***	Re-classification & update	McNeil	Supervisor of Generation	Director of Generation Operations	Director of Generation	Manager of Utility Services and Engineering	Filled	MF3	M30	\$97,961.34- \$160,936.46	\$112,029.00- \$173,744.00	\$160,936.46	\$173,744.00	\$12,807.54	\$17,162	1	\$17,162	60%	\$0
Total Cost (Savings)																			-\$312,964

* Director of Grid Services position is vacant in FY23. Director of System Operations will be hired in FY24.
** Position vacant since 10/20/2022
*** No current adjustment in pay for the incumbent in FY23 as a result of the market factor adjustment



MEMORANDUM

To: Burlington City Council
Burlington Board of Finance

From: Darren Springer, General Manager
Tim Clancy, Human Resources Manager

Date: May 30, 2023

Subject: Organizational Chart Update

Through this memorandum, Burlington Electric Department (BED) respectfully requests that the Board of Finance and City Council approve the following position changes:

Engineering/Grid Services

1. **Update the job description, retitle and reclassification for Director of Grid Services position**, a Regular, Full-time, Exempt, Non-Union, Grade MF3 (\$97,961.34 - \$160,936.46) to Director of System Operations, a Regular, Full-Time, Exempt, Non-Union, Grade M29 (\$94,216.00-\$140,902.00).
2. **Create a new Supervisory Control and Data Acquisition (SCADA) Engineer tiered position**, reporting to Director of Engineering, a Regular, Full-time, Exempt, Non-Union: Senior SCADA Engineer Grade MF3 (\$97,961.34 - \$160,936.46), SCADA Engineer Grade M21 (\$83,686.93 - \$128,748.67), Associate SCADA Engineer Grade M20 (\$67,996.03 – 104,608.19).
3. **Update the Job Description for Director of Engineering position** to oversee the SCADA Engineer and SCADA system.

Generation

4. **Create a 5th Shift Supervisor position**, a Regular, Full-time, Exempt, Non-Union, Grade H15 (\$66,925.04 - \$109,711.89).
5. **Convert the General Plant Worker position**, a Regular, Full-time, Non-Exempt, Union, Grade 5 (\$42,304.70 - \$69,351.78) to an Engineering Production Technician I position, a Regular, Full-time, Non-Exempt, Union, Grade 11 (\$50,625.12 - \$82,992.00).

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com

Phone 802.658.0300

6. **Convert the existing Senior Generation Engineer position**, a Regular, Full-time, Exempt, Non-Union, Grade MF3 (\$97,961.34-\$160,936.46) to Director of Generation Engineering & Maintenance position, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00 -\$173,744.00). The Director of Generation Engineering & Maintenance position will report to COO/Manager of Utility Services and Engineering.
7. **Convert the Director of Generation position**, a Regular, Full-time, Exempt, Non-Union, Grade M19 (\$137,232.58-\$190,893.25) to a Generation Engineer, a Regular, Full-time, Exempt, Non-Union, tiered position: Senior Generation Engineer, Grade MF3 (\$97,961.34 - \$160,936.46); Generation Engineer, Grade M21 (\$83,686.93 - \$128,748.67); and Associate Generation Engineer, Grade M20 (\$67,996.03 – 104,608.19). The Generation Engineer tiered position will report to the Director of Generation Engineering & Maintenance.
8. **Update the Job Description for Supervisor of Generation position**, a Regular, Full-time, Exempt, Non-Union, Grade MF3 (\$97,961.34-\$160,936.46) to Director of Generation Operations, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00 -\$173,744.00). The Director of Generation Operations will report to COO/Manager of Utility Services and Engineering.
9. **Change the reporting structure for Supervisor of Plant Maintenance position** from Supervisor of Generation to Director of Generation Engineering & Maintenance.
10. **Change the reporting structure for Chief Forester** from Director of Generation to COO/Manager of Utility Services and Engineering.
11. **Change the reporting of Business Coordinator Generation** from Director of Generation to COO/Manager of Utility Services and Engineering.

Finance

12. **Add a 2nd Accounting Administrator II position**, a Regular, Full-time, Non-Exempt, Union, Grade 8 (\$47,283.18 - \$77,513.49).

Information Services

13. **Add a Project Manager/Business Analyst-CIS position**, a Regular, Full-time, Exempt, Union, Grade AO4 (\$62,704.72-\$102,794.64) position.
14. **Update the job description for Director of Information Technology** to increase the number of direct reports.

Position Updates Rationale

BED submits the position updates in this memo to accomplish several key objectives, including aligning engineering positions with current needs, restructuring the generation management (following the retirement of the Director of Generation) to flatten the organizational structure and provide more direct oversight from the COO for generation, and adding needed capacity in Finance and Information Services to support operations and planned technology systems upgrades following the successful replacement of our Meter Data Management System in April 2023.

Engineering/Grid Services

BED's Director of Grid Services position has been vacant since April 6, 2022 after the resignation of the prior incumbent. As we do with all vacant positions, BED examined critically whether and how to backfill the position to best support our Strategic Direction and be competitive to attract and retain talent in the current market.

The Director of Grid Services position as currently structured has direct responsibility for all BED's SCADA system (network, switches, firewalls, servers, videowall, software applications), communication with field devices, and supervision of BED's Power Systems Coordinators, including performing their duties when needed. Recruiting for this position is challenging as it requires applicants to have a breadth and depth of experience in two positions that is rare to find. BED has experienced challenges in recruiting for this position. The position has been posted several times and we have not received any qualified applicants able to fill both aspects of the position. As a consequence, many functions critical to the safe and reliable operation of the BED distribution system have not been performed. In consultation with HR, BED has decided to split the existing position into two separate positions that will focus, respectively, on System Operations and SCADA Engineering, to improve the likelihood recruiting qualified candidates to fill these critical roles.

We are proposing separating the SCADA engineering function from the Director of Grid Services, creating a tiered SCADA Engineer position reporting to the Director of Engineering, and updating the Director of Grid Services to Director of System Operations. This would allow the Director of System Operations to focus on the operation of BED's distribution system, overseeing the Power System Coordinators, and performing the duties of Power Systems Coordinator as needed in emergency situations. We believe this change will not only improve BED's ability to recruit and retain an employee for this critical position, but also better enable that employee to succeed by allowing them to focus on a more limited core set of functions.

We conducted a market factor salary survey for the updated Director of System Operations and the tiered SCADA Engineer positions, examining the same group of utilities (Vermont, regional, national, and exemplars) used in past BED salary surveys. The results of the market factor salary survey for the Director of System Operations yielded a pay range of M29 (\$94,216.00-\$140,902.00). The proposed tiered SCADA Engineer position allows employees to progress from Associate SCADA Engineer to SCADA Engineer to Senior SCADA Engineer, consistent with all BED's engineering tiered positions. The results of the market factor salary survey for the tiered SCADA Engineer yielded a pay range of (\$91,032-\$128,691) for the SCADA Engineer position. This pay range is very close to BED's other mid-level engineering positions' M21 grade (\$83,686.93-\$128,748.67), which is the recommended grade for the SCADA Engineer position. We are recommending the classification of M20 (\$67,996.03-\$104,608.19) for the Associate SCADA Engineer and MF3 (\$97,961.34-\$160,936.46) for Senior SCADA Engineer to be equitable to the other engineering positions in the department.

Generation

The position updates and reporting changes in Generation and at the McNeil Plant are designed to provide more operational management and back up for the Shift

Supervisors, Senior Engineering Technician, and Power Production Technician at Winooski One Hydro. These changes are essential to the smooth functioning of BED's generating facilities. To accomplish this goal, BED is proposing to convert the vacant General Plant Worker position to an Engineering Production Technician I position, convert the current Senior Generation Engineer position to Director of Generation Engineering & Maintenance and change its reporting line from Director of Generation to the COO/Manager of Utility Services and Engineering, convert the Director of Generation position to a Generation Engineer tiered position, update the Supervisor of Generation position to Director of Generation Operations and change its reporting line from Director of Generation to COO/Manager of Utility Services and Engineering, change the reporting line of the Supervisor of Plant Maintenance from Supervisor of Generation to Director of Generation Engineering and Maintenance, change the reporting line of Chief Forester from Director of Generation to COO/Manager of Utility Services and Engineering, and change the reporting line of Business Coordinator Generation from Director of Generation to COO/Manager of Utility Services and Engineering.

We conducted a market factor salary survey for the updated Director of Generation Operations and the Director of Generation Engineering and Maintenance positions, examining the same group of utilities (Vermont, regional, national, and exemplars) used in past BED salary surveys. The results of the market factor salary survey for the Director of Generation Operations position and Director of Generation Engineering and Maintenance position yielded a pay range of M30 (\$112,029.00 - \$173,744.00). There is no current adjustment in pay for the incumbents in FY23 as a result of this market factor adjustment.

The Senior Generation Engineer Grade is MF3 (\$97,961.34-\$160,936.46). We are recommending the classification of M21 (\$83,686.93-\$128,748.67) for the Generation Engineer and classification of M20 (\$67,996.03-\$104,608.19) for the Associate Generation Engineer to be equitable to the other engineering positions in the department.

The Shift Supervisor position is a Regular, Full-time, Exempt, Non-Union, Grade H15 (\$66,925.04-\$109,711.89). The new Shift Supervisor position would bring our total number of Shift Supervisors to five (5) from our current four (4), reduce the overtime to a manageable level, and ensure orderly transitions as we face future Shift Supervisor retirements.

The vacant General Plant Worker position is a Regular, Full-time, Non-Exempt, Union, Grade 5 (\$42,304.70-\$69,351.78) and would be converted to an Engineering Production Technician I position, a Regular, Full-time, Non-Exempt, Union, Grade 11 (\$50,625.12-\$82,992.00). This position would provide BED with a backup person for the McNeil Plant Senior Generation Technician and Winooski One Hydro Power Production Technician. We have conferred with the IBEW Chief Union Steward, and they support the changes without objection.

Finance

BED's single Accounting Administrator position is responsible for accounts payable (including customer incentive payments for strategic electrification and energy efficiency), cash receipts, and third-party work order billing. Prior to BED's 2015 reorganization, the department had 2 FTE dedicated to these functions. Since the 2015 reorganization, the number of incentive payments processed has grown significantly, and the workload has been too heavy for any one employee to manage. Covering all tasks has been achieved through a combination of overtime, limited time off for the incumbent employee, and assigning some functions to other personnel in the department: an unsustainable situation with negative impacts on employee morale, wellbeing, and retention.

Therefore, we are requesting the addition of a second, tiered Accounting Administrator, a Regular, Full-time, Non-Exempt, Union position. We plan to recruit for level I (Grade 7, \$44,456.71 - \$72,879.66) and level II (Grade 8, \$47,283.18 - \$77,513.49) of the position simultaneously in FY24 and hope to be able to make a hire at level II. Future budget impacts will depend on the size and frequency of any cost of living or merit increases that may be granted to the new hire. We have conferred with the IBEW Chief Union Steward on this change, and they support the changes without objection.

Information Services

As the Board and Council are aware, BED is amid a multi-year effort to replace several of its core business systems and transition to software that is more capable of supporting dynamic rates, customer self-service, net metering, and other innovative practices to advance our NZE vision. In the next three fiscal years, BED plans to replace its SCADA system with a more modern advanced distribution management system (ADMS) platform that will include outage management functionality, implement phase 2 of its MDMS project to provide grid analytics functionality, replace its customer information and billing system, replace its financial and accounting system, and issue bids for an integrated voice response system and payment processor that may result in additional implementations.

As we modernize our IT systems, BED needs to ensure it has sufficient staff resources both to support their implementation and to optimize their long-term use and value to the organization. BED currently has one Project Manager/Business Analyst position to support innovation, efficiency, and the effective use of technology. Due to the number and scale of technology projects planned in the next few years, additional capacity is needed in this area.

Therefore, we are requesting to add a Project Manager/Business Analyst-CIS position reporting to the Director of Information Technology. This new position has key functions largely identical to the existing Project Manager/Business Analyst position (namely, leading and managing software implementation and business process improvement projects, acting as a liaison among functional team members and IT staff, and translating business requirements into design documentation from which applications and solutions are developed), with the addition of several functions specific to the CIS and limited support of BED's Customer Care team. The pay ranges for the tiered Project

Manager/Business Analyst-CIS position would be identical to those for the tiered Project Manager/Business Analyst position. This change would help ensure that BED achieves its desired project outcomes and eliminate the need to outsource project management services (allowing the department to retain critical knowledge from new system implementations).

We have conferred with the IBEW Chief Union Steward on this change, and they support the changes without objection.

Overall Financial Impact

The FY23 financial impact on BED will be net positive, as shown in Appendix O. This is due to the savings from the vacant Director of Generation and Director of Grid Services positions, the hiring of all new positions in FY24 and not in FY23, and the fact that there are no salary adjustments in FY23 as a result of the market factor adjustment for the Director of Generation Operations and Director of Generation Engineering and Maintenance positions. Future budget impacts will depend on the size and frequency of any cost of living or merit increases that may be granted to the new hires.

We will attend the May 30, 2023 Board of Finance and June 5, 2023 City Council meetings to answer any questions or provide additional information. BED's 2022-2023 Strategic Direction is attached as Appendix A. The current organizational chart and proposed changes thereto are attached as Appendices B and C, respectively. The job description changes are attached in Appendices D-O as noted below.

Board of Finance & City Council Motions

1. Board of Finance: To approve and recommend approval to the City Council for the:
 - Modification, retitle, and reclassification of Director of Grid Services to Director of System Operations, a Regular, Full-time, Exempt, Non-union, Grade M29 (\$94,216.00-\$140,902.00) position.
 - Addition of a new Supervisory Control and Data Acquisition (SCADA) Engineer tiered position reporting to the Director of Engineering, a Regular, Full-time, Exempt, Non-Union: Senior SCADA Engineer Grade MF3 (\$97,961.34-\$160,936.46), SCADA Engineer Grade M21 (\$83,686.93-\$128,748.67), and Associate SCADA Engineer Grade M20 (\$67,996.03-\$104,608.19).
 - Modification of the job description for Director of Engineering position to oversee the SCADA Engineer and SCADA system.
 - Addition of a 5th Shift Supervisor, a Regular, Full-time, Exempt, Non-Union, Grade H15 (\$66,925.04-\$109,711.89) position.
 - Conversion of the General Plant Worker position to an Engineering Production Technician I, a Regular, Full-time, Non-Exempt, Union, Grade 11 (\$50,625.12-\$82,992.00) position.

- Conversion of the existing Senior Generation Engineer position to Director of Generation Engineering & Maintenance, reporting to COO/Manager of Utility Services and Engineering, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00 - \$173,744.00) position.
 - Conversion of the Director of Generation position, a Regular, Full-time, Exempt, Non-Union, Grade M19 (\$137,232.58-\$190,893.25) to a Generation Engineer reporting to Director of Generation Engineering & Maintenance, a Regular, Full-time, Exempt, Non-Union, tiered position: Senior Generation Engineer Grade MF3 (\$97,961.34 - \$160,936.46), Generation Engineer Grade M21 (\$83,686.93 - \$128,748.67), and Associate Generation Engineer Grade M20 (\$67,996.03 - \$104,608.19).
 - Updating the job description for Supervisor of Generation to Director of Generation Operations, reporting to COO/Manager of Utility Services and Engineering, a Regular, Full-time, Exempt, Non-Union, Grade M30 (\$112,029.00 - \$173,744.00) position.
 - Changing the reporting structure for Supervisor of Plant Maintenance from Supervisor of Generation to Director of Generation Engineering & Maintenance.
 - Changing the reporting structure for Chief Forester from Director of Generation to COO/Manager of Utility Services and Engineering.
 - Changing the reporting structure for Business Coordinator Generation from Director of Generation to COO/Manager of Utility Services and Engineering.
 - Adding a second Accounting Administrator II position, a Regular, Full-time, Non-Exempt, Union, Grade 8 (\$47,283.18-\$77,513.49).
 - Adding a Project Manager/Business Analyst-CIS position, a Regular, Full-time, Exempt, Union, Grade A04 (\$62,704.72-\$102,794.64), reporting to Director of Information Technology.
 - Updating the job description for Director of Information Technology to increase the number of direct reports.
2. City Council: To approve the:
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- Updating the job description for Director of Information Technology to increase the number of direct reports.

Thank you for your consideration.



MEMORANDUM

To: Burlington Board of Finance and City Council

From: Darren Springer, General Manager

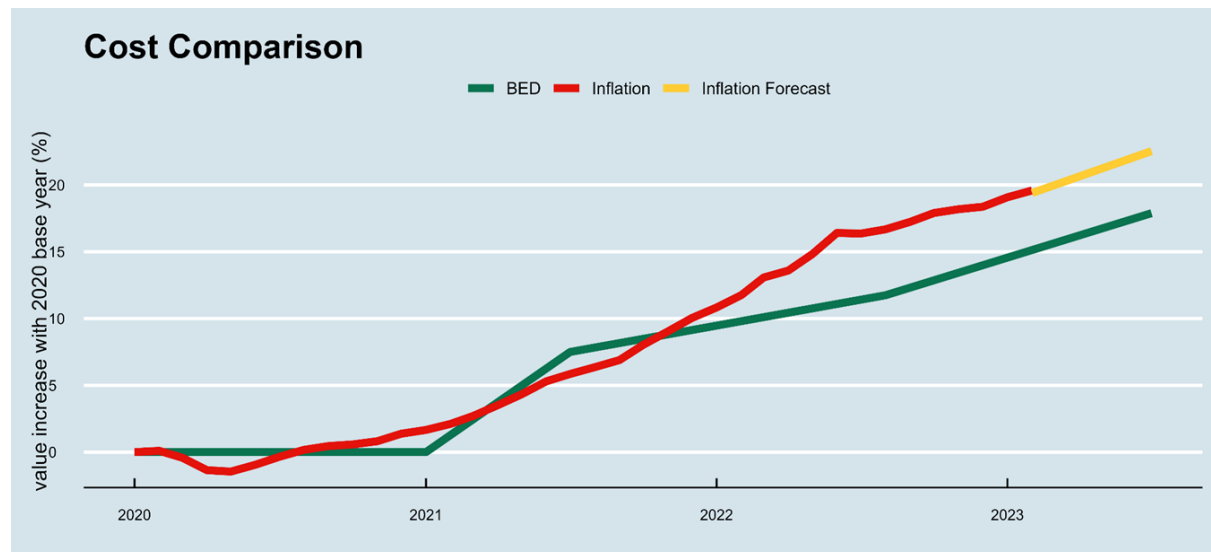
Date: 5/30/2023

Subject: **BED FY24 Rate Changes**

Introduction

Following Burlington Electric Department's (BED) first rate change in 12 years in FY22, BED informed customers that we would likely need more frequent rate adjustments going forward, but that our goal was to keep them more moderate. For context, while BED sought a 7.5 percent increase in FY22, our documented need during the Public Utility Commission (PUC) process was 11.8 percent, meaning we asked for less than what was necessary. In FY23, BED sought a 3.95 percent increase, while our documented need for the PUC process was 5.92 percent. BED has asked for less than what is justified to limit the impacts on our customers, particularly coming out of the pandemic and with continued economic challenges such as relatively high inflation.

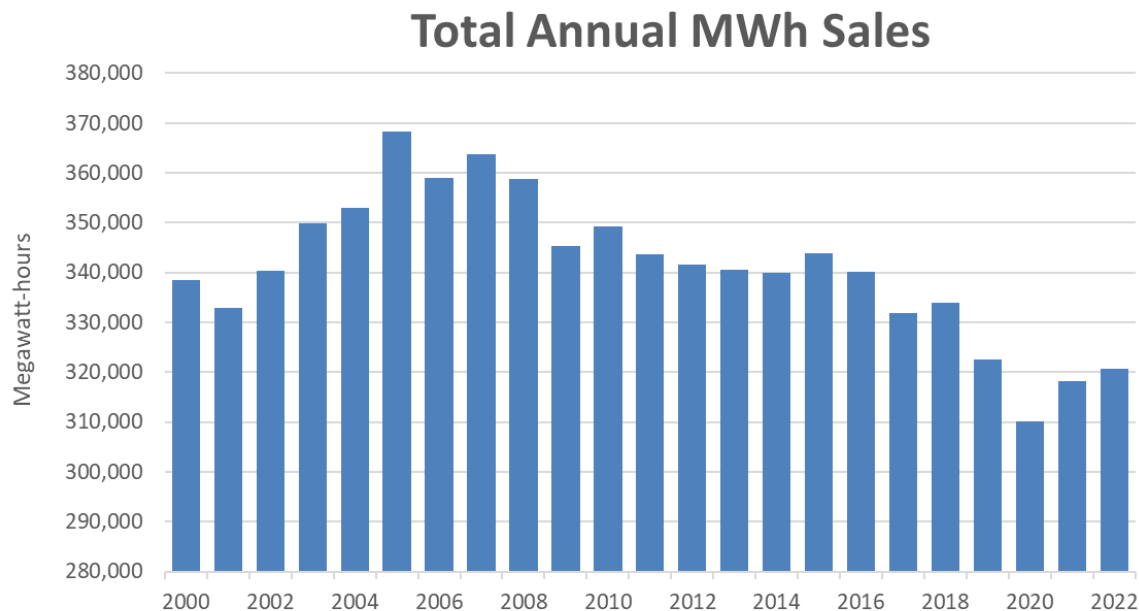
For FY24, BED is proposing a 5.5 percent rate increase. All told, BED's rate changes over the past several years (including the proposed 5.5 percent in FY24) would still be below inflation rates during that time period (see graph below), and even with this rate change BED's total rates will remain low compared to the Vermont utility average.





BED is challenged financially coming out of FY23 due to power market volatility. Forward energy prices for excess renewable energy sales for FY23 assumed in the budget did not materialize during the Winter, with warmer weather and lower than projected prices leading to an approximate negative \$4 million variance. In addition, BED (like all New England utilities) bore unbudgeted costs from ISO-New England's winter reliability charges related to keeping adequate natural gas on-site at Mystic plant to ensure Winter reliability. These impacts lead to a lower than optimal starting cash position for FY24.

Despite these challenges, and despite upward pressure on our operating expenses due to higher than typical COLAs (due to high inflation) as part of the recent labor agreements (which started in FY23), and inflationary impact on supplies and materials, BED is holding controllable, non-power supply operating expenses in FY24 lower than the FY23 budget by 1.5 percent. The BED team has done several rounds of cutting to reach this result. In addition, sales to customers, our main operating revenue source, have fallen over time due to a variety of factors including energy efficiency achievements, changes in commercial space utilization, and the pandemic. While increases in electric use due to adoption of electric vehicles and heat pumps, primarily in the residential sector, are a potential offset to these trends, the adoption rates are not yet high enough to fully offset or reverse the other trends (see graph below).



Despite these challenges, BED is working to maintain credit rating and financial metrics that are in-line with expectations, and continuing to invest in critical Net Zero Energy related incentives and infrastructure for our customers, supported by capital financing and liquidity from our Net Zero Energy Revenue Bond.

Attached to this memo are BED's FY24 budget slides, as they were presented to the Board of Finance on May 17th.

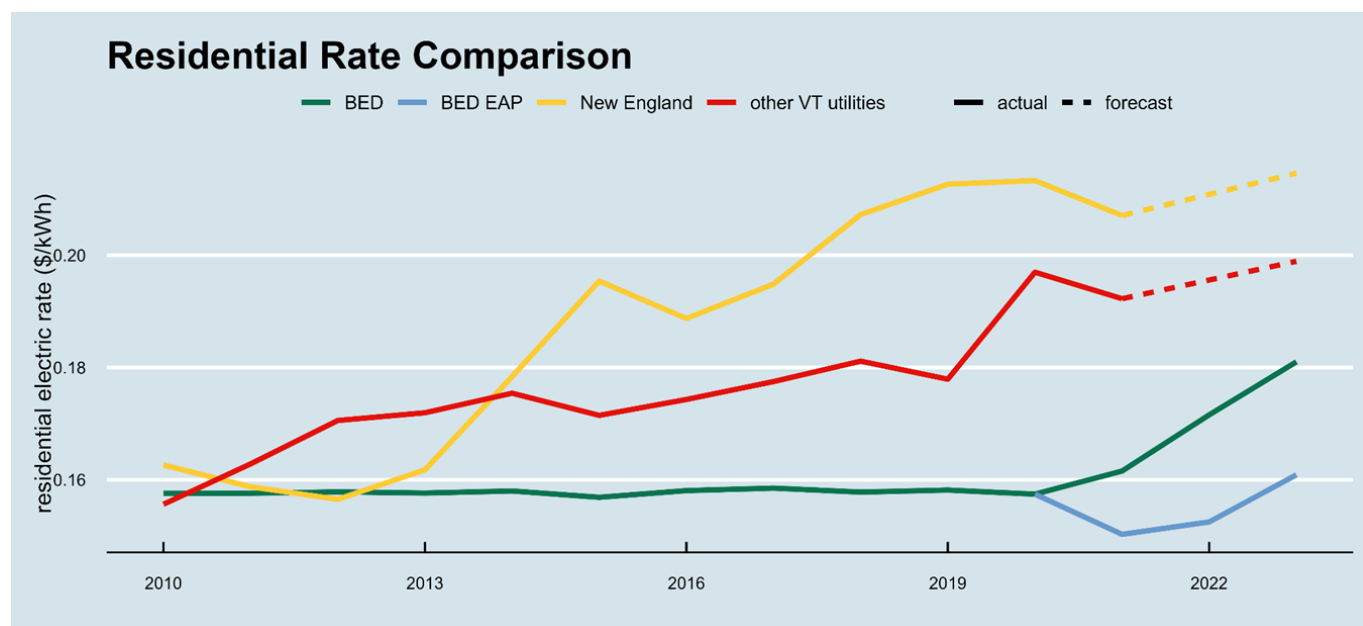


Rate Change

For BED's residential customers, even with the proposed change, rates will remain lower than the Vermont average. While average residential bills would increase by approximately \$4.39 per month, BED's Energy Assistance Program is now approved as a pilot rate and provides a 12.5 percent discount on bills for income-eligible customers. Eligibility requirements include being enrolled in the State of Vermont Fuel Assistance Program or the federal Housing Choice Voucher (Section 8) Program, which support customers with eligible incomes.

For the bulk of BED's commercial customers (who are on the small general service rate), the average bill increase would be about \$5.10 per month.

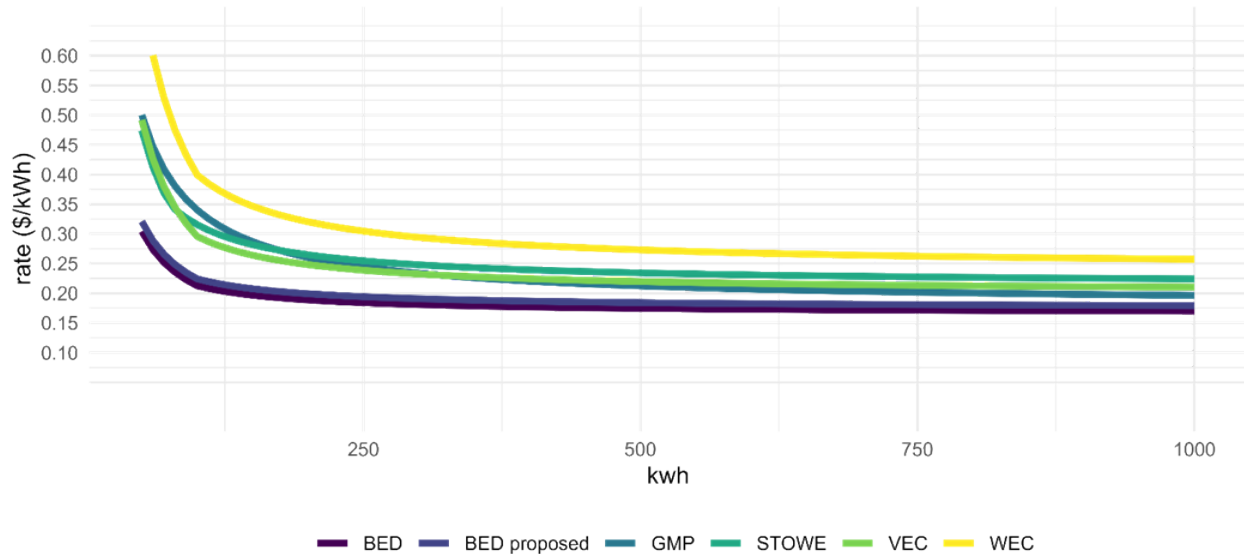
In the graph below the blue line reflects the impact on residential customers eligible for the Energy Assistance Program.



In addition, BED has a lower customer charge than other utilities and discounts the first 100 kWh used as part of a statewide procurement program. This effectively provides a significant discount to customers who use less electricity than to customers using more. Our lower residential cost is demonstrated by this graph below which considers \$/kWh attributed to using various amounts of electricity (kWh) consumed over a monthly billing period.



Residential Rate by Usage



Timeline

The Burlington Electric Commission reviewed BED's FY24 budget, discussed the proposed rate change, and unanimously recommended the proposed rate change to the City Council by a vote at their meeting on May 10, 2023.

Further, after BED files its rate case with the PUC, members of the Burlington community will have the opportunity to provide comment at public hearings and through written testimony during the PUC's thorough rate review process, which is expected to span at least several months. The rates charged to customers of Vermont public utilities must be reviewed and will be approved only if the PUC determines that the proposed rates are just and reasonable. Prior to a final decision from the PUC and in accordance with PUC rules, BED will add a 5.5 percent rate surcharge on customer bills beginning September 1, 2023 (one month later than we did in FY23). This surcharge will continue until the rate case is finalized, at which time BED will adjust customer bills based on the outcome of the rate case. The public can learn more about PUC rate case procedures by visiting https://puc.vermont.gov/sites/psbnew/files/doc_library/rate-case-procedures.pdf.

BED's FY24 budget assumes implementation the 5.5 percent rate surcharge mentioned above starting with bills rendered beginning September 1, 2023. In order to meet that timeline BED must file the rate case with the Vermont Public Utility Commission by mid-June 2022.

Forward Looking Steps

Even with the proposed 5.5 percent rate change, BED's challenges from the FY23 variance from power supply will impact on our three-year average for days cash on hand, an important financial metric we track for credit rating purposes. As part of our FY24 budget review, the BED team has identified several



steps for the future that could help strengthen this metric and reduce upward rate pressure. These include:

- **Increase to the credit line** – BED has had authority within the City Charter to have up to \$5 million in a credit line for working capital, and this credit line counts towards our days cash on hand for credit rating purposes. The \$5 million figure was approved, as best as we can determine, in 1999. The figure's value relative to our overall budget has diminished over time, and we believe increasing the credit line through a Charter Change vote on Town Meeting Day 2024 would provide an important opportunity to strengthen days cash on hand. BED has not tapped this credit line, but it provides a source of potential working capital if needed.
- **Net Zero Revenue Bond 2.0** – BED had assumed a capital need of \$40 million originally for the Net Zero Energy Revenue bond, but sought half of that (approved by voters in December 2021) for the initial Net Zero Energy Revenue Bond issued in March 2022. BED will likely propose a November 2024 ballot item for additional revenue bond financing that could, if approved by voters, carry from the second half of FY25 through FY28. It is also possible that BED would seek approval at that time to issue taxable bonds to support our continued investment in VELCO equity, which yields a positive return for our customers but which also is challenging to continue to invest in without financing from a cash standpoint.
- **Fuel Adjustor Clause** – This is the least likely of the three steps outlined here for BED to pursue, but we at least note that other utilities under alternative regulation in Vermont, including Green Mountain Power and Vermont Gas, have the ability to pass through seasonal fuel volatility in rates without needing a full rate case to do so. This provides important flexibility to timely address variances such as BED just experienced in FY23 and recover the needed cash during the budget year. Without such a fuel adjustor, the most BED can do is file for an accounting order with the PUC (which we intend to do) to amortize the negative variance over a period of years and allow for future rate recovery. A fuel adjustor clause would require voter approval, and BED is not necessarily seeing the long-term need for it at this time, given our excess energy position will be changing over the next several years.

Conclusion

BED understands that we continue to be in a challenging and volatile economic environment with high relative inflation, which impacts our customers and our own operations. With that said, our renewable generation is helping to mitigate most of the impacts of fossil fuel price increases on energy markets, and our Net Zero Energy Revenue Bond is providing important financing to support grid reliability and needed infrastructure investments to support strategic electrification.

BED staff will be present at the Board of Finance meeting on May 30th, 2023 and City Council meetings on June 5th, 2023 to answer any questions Councilors may have.

Motions

Board of Finance:



To recommend the City Council authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting an increase in Burlington Electric Department rates of 5.5 percent on bills rendered starting September 1, 2023 as proposed.

City Council:

To authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting an increase to Burlington Electric Department rates of 5.5 percent on bills rendered starting September 1, 2023 as proposed.

Board of Finance and City Council Submission Checklist

Department: BED Submitter: Darren Springer

Title/Subject: Rate Change for FY24

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/3/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	5/22/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	5/10/2023	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/24/2023	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/23/2023	Click or tap here to enter text.
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	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	BOF Budget and Rate Slides
Draft Resolution or Motion?	Yes	Motions in Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance



FY 2024 Budget

Presentation to

Board of Electric Commissioners & Board of Finance

May 15 and May 17, 2023

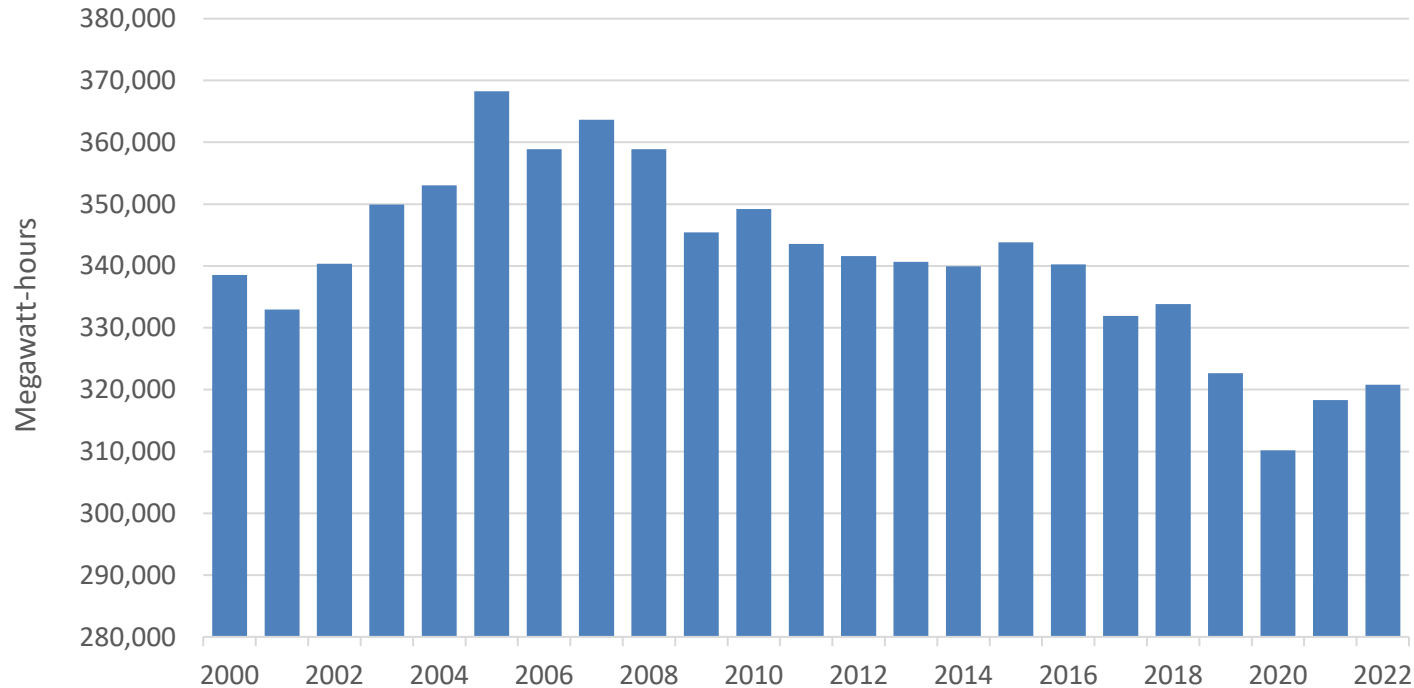


FY24 Budget Context

- Weak starting cash position for FY24 driven by low winter 2022-2023 energy prices (which reduced the value of excess winter energy BED sold)
- Continued high inflation environment
- Cumulative 18% COLA for FY23-FY26 per new IBEW contract
- Sales to customers flat as residential electrification gains dwarfed by commercial efficiency and reduced SF
- Continued uncertainty re: energy prices for sale of excess winter energy
- 2022 Net Zero Revenue bond continues as key source of capital financing
- 2 years of rate increases < demonstrated need (FY22 7.5% v 11.8%; FY23 3.95% v 5.92%)
- Goal is maintaining Moody's rating metrics at current levels while minimizing rate increase



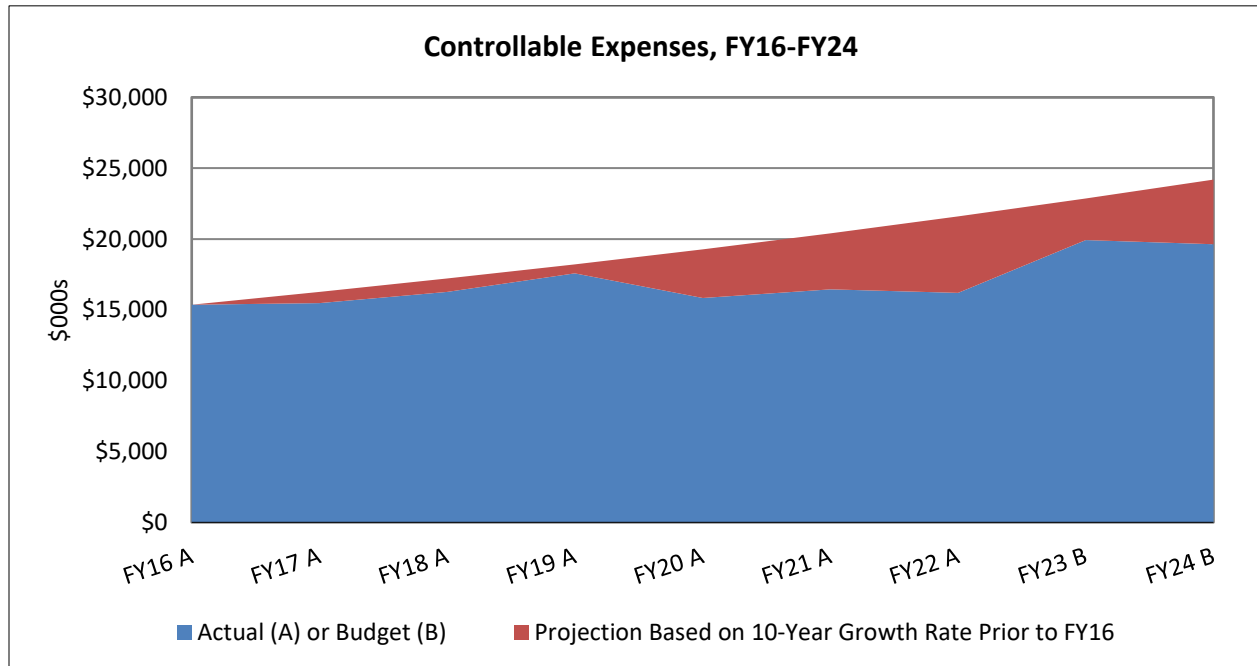
Total Annual MWh Sales





Holding Down Controllable Expenses

- Continued fiscal discipline since FY16 has moderated annual increases in controllable expenses to 3.9% on average, compared to 5.84% between FY07-FY16
- Controllable, non-power supply O&M expenses 1.5% or \$295K lower than FY23 budget





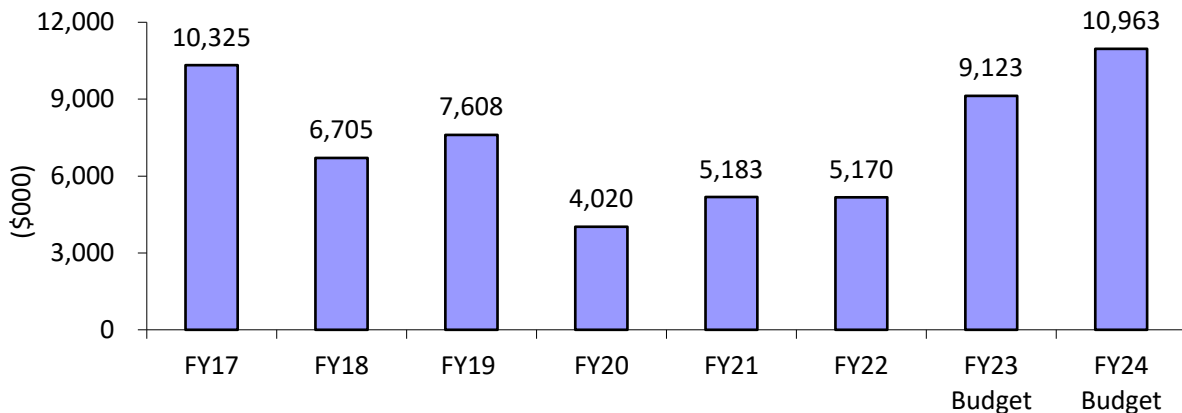
FY24 Budget Overview & Key Assumptions

- **Operating Revenues \$65.1M** – 2.5% higher than FY23 budget
 - Rate increase of 5.5% effective Sept 1 to respond to inflation and other uncontrollable cost increases
 - Flat kWh sales to customers
 - REC sales revenue decreased 1.7%
- **Operating Expenses \$67.0M** – 4% higher than FY23 budget
 - Sales of excess winter energy (offset to purchased power expense) reduced by \$1.5M or 25% due to lower energy forwards (but still higher than last year's actual prices)
 - New \$759K expense for ISO-NE Mystic Cost of Service charge (continuing at least through May '24)
 - Assumes \$529K amortization of new regulatory asset related to winter '22-'23 energy prices
 - Net power supply expense increased by only 2% when not including Mystic and excess energy sales
 - New \$118K cash outlay for Moran Frame MOU repayment
 - City indirect allocation increased \$83K or 19% (up 70% since 2022)
- **Interest Income** – \$402K higher than FY23 due to better rates
- **Net Income \$283K** – \$949K less than FY23 budget as passed

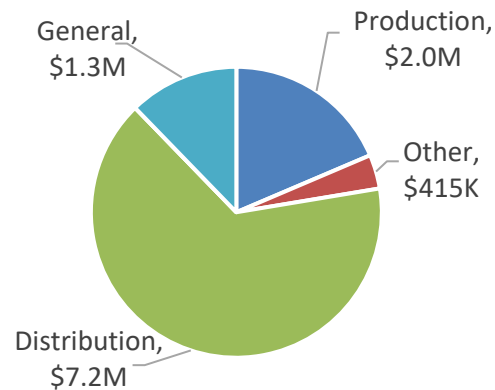


Continued Robust Capital Program

Capital Spending - Net of Capital Contributions



FY24 Capital Budget by Plant Type



- \$10.9M investment equates to 13.7% of net utility plant in service
- Assumes \$3M general obligation bond and \$9.2M from 2022 NZE revenue bond
- Funds EV chargers, three new fleet EVs, distribution and IT system upgrades, generation plant investments



FY24 Budget Credit Rating Factors

Metric	Benchmark	FY24 Budget	3-Year Average FY21-FY23
Debt Service Coverage Ratio	>1.25	3.68	4.11
Adj. Deb Service Coverage	>1.5	1.11	1.17
Days Cash on Hand	>90	90	101



Outlook for FY23 thru FY25

- Requesting PUC accounting order to amortize \$4 million in lost power supply revenues over 8 years
 - May pursue fuel adjustor Charter provision if energy market price volatility continues
- Charter change to increase BED's line of credit (set at \$5M in 1999)
 - 2024 Town Meeting Day ballot
- Second NZE revenue bond as part of FY25 budget
 - 2024 Election Day ballot



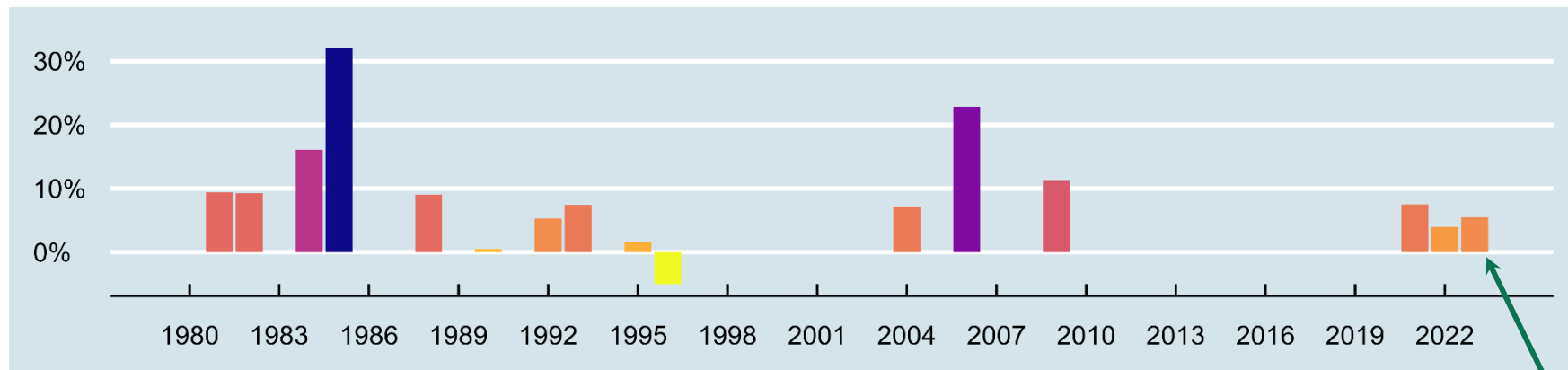
FY24 Budget Continues Investment in Net Zero Energy

- 100% renewable electricity maintained
- Continued enhanced incentives for heat pumps, EVs, e-lawn equipment, e-bikes, induction cooking, geothermal test wells, and multi-family building charging (Act 151 extension)
- Continued funding for electrification rebates (Tier 3): \$1,127,339
- BED energy efficiency programs/rebates: \$1,981,501
- District Energy GO/NO GO decision in next few months
- Matching funds for potential federal grants for grid infrastructure, battery storage, EV charging
- Level 3 and Level 2 public EV chargers – working with Parks & Rec, CarShare, State of Vermont
- New electric bucket truck arriving in FY24, and F150 Lightnings to replace gas trucks
- Converting GT to biodiesel (phase 2)
- Heat pump rate pilot



FY24 Rate Case – 5.5%

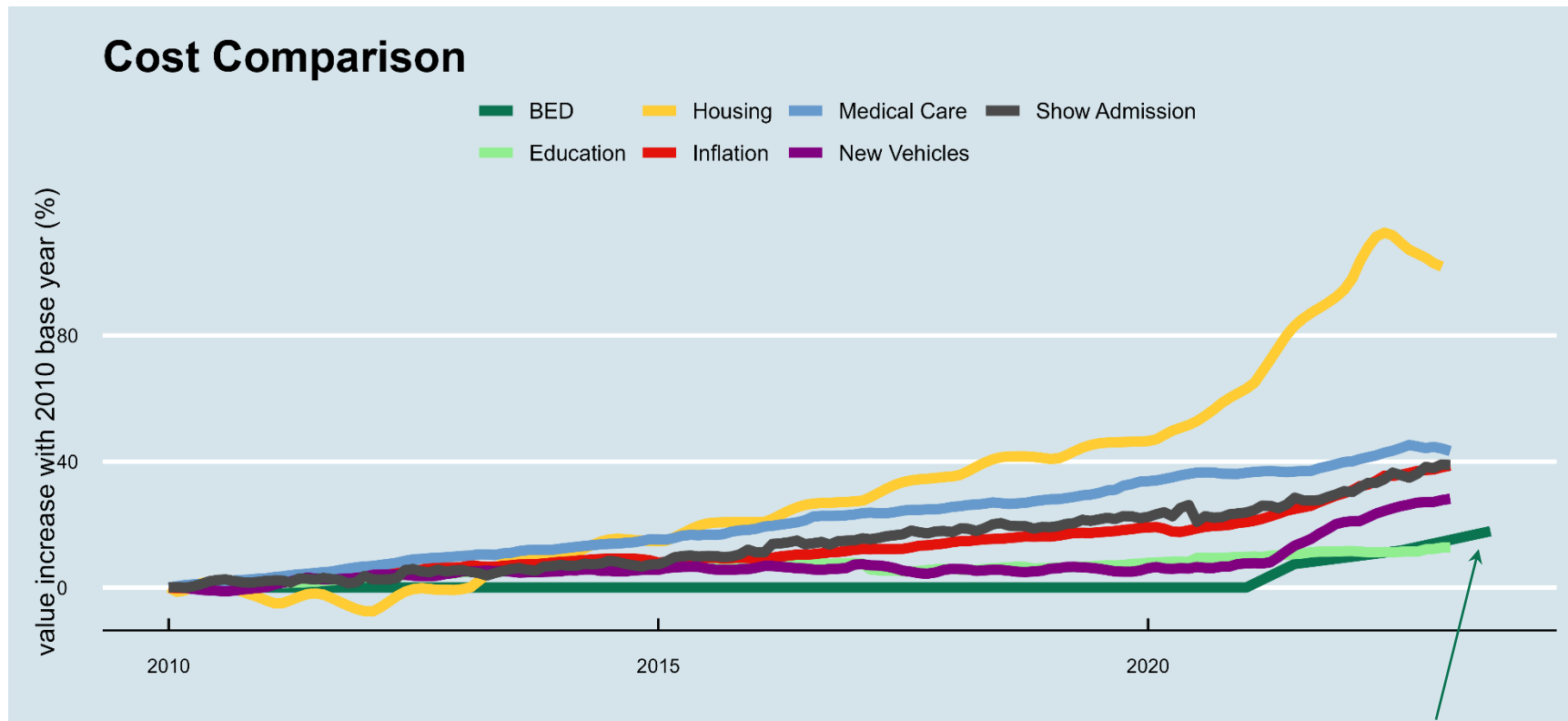
BED Rate Changes Since 1980



Proposed Increase

Rate Increase	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
BED	11.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	7.50%	3.95%	5.50%
GMP	0.00%	0.00%	0.00%	0.00%	0.00%	0.40%	2.00%	-1.46%	0.73%	0.93%	5.43%	-0.50%	2.70%	4.69%	2.34%
WEC	0.00%	0.00%	0.00%	0.00%	0.00%	4.00%	0.00%	0.00%	5.95%	4.00%	5.95%	0.00%	0.00%	0.00%	14.19%
VEC	0.00%	0.00%	0.00%	0.00%	2.93%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.29%	0.00%	1.96%	8.19%

Value of BED Electricity vs. Other Commodities (non-BED items shown through Feb. 2023)

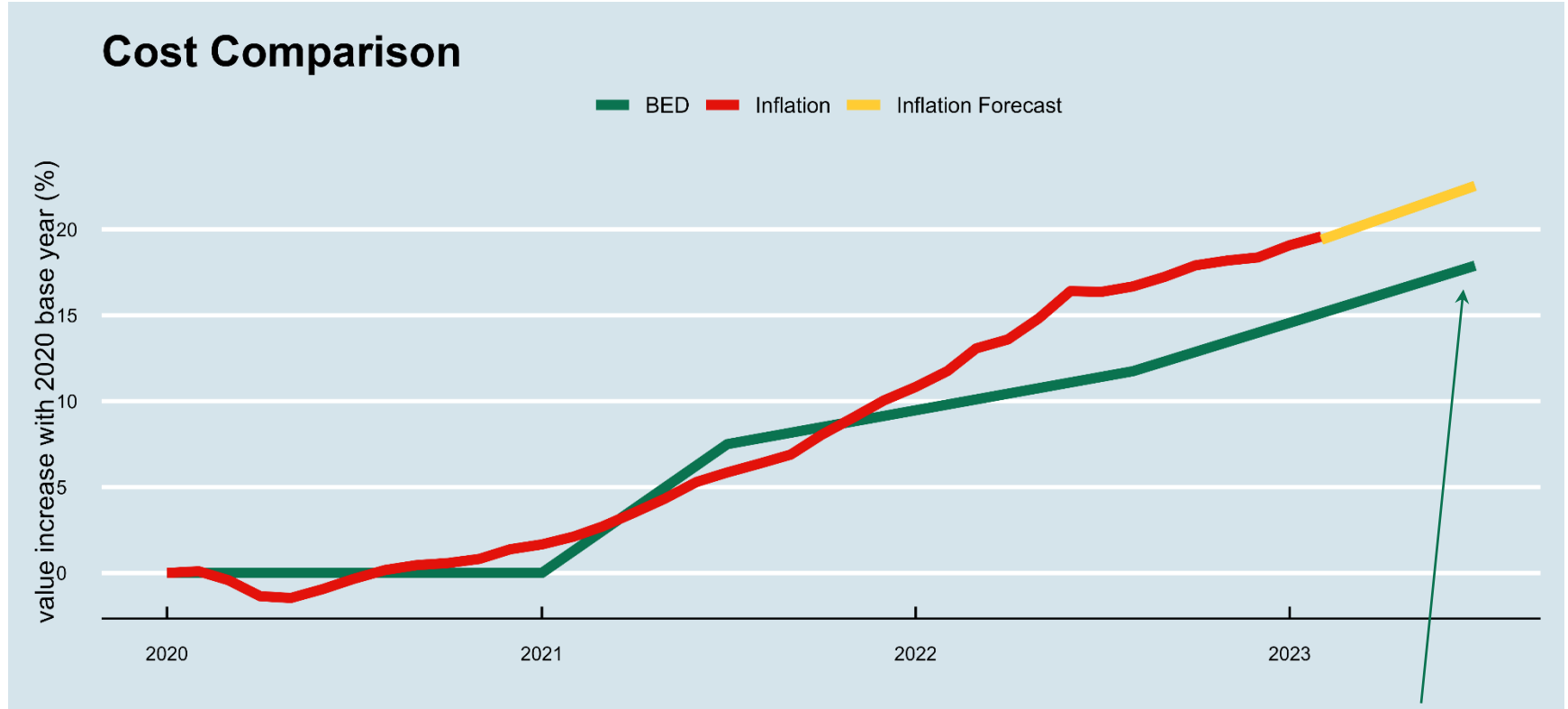


¹ Data sources from FRED Economic Data and BED sales

² Show Admission includes price of admission for movies, theater and concerts



Value of BED Electricity vs. Other Commodities (non-BED items shown through Feb. 2023)

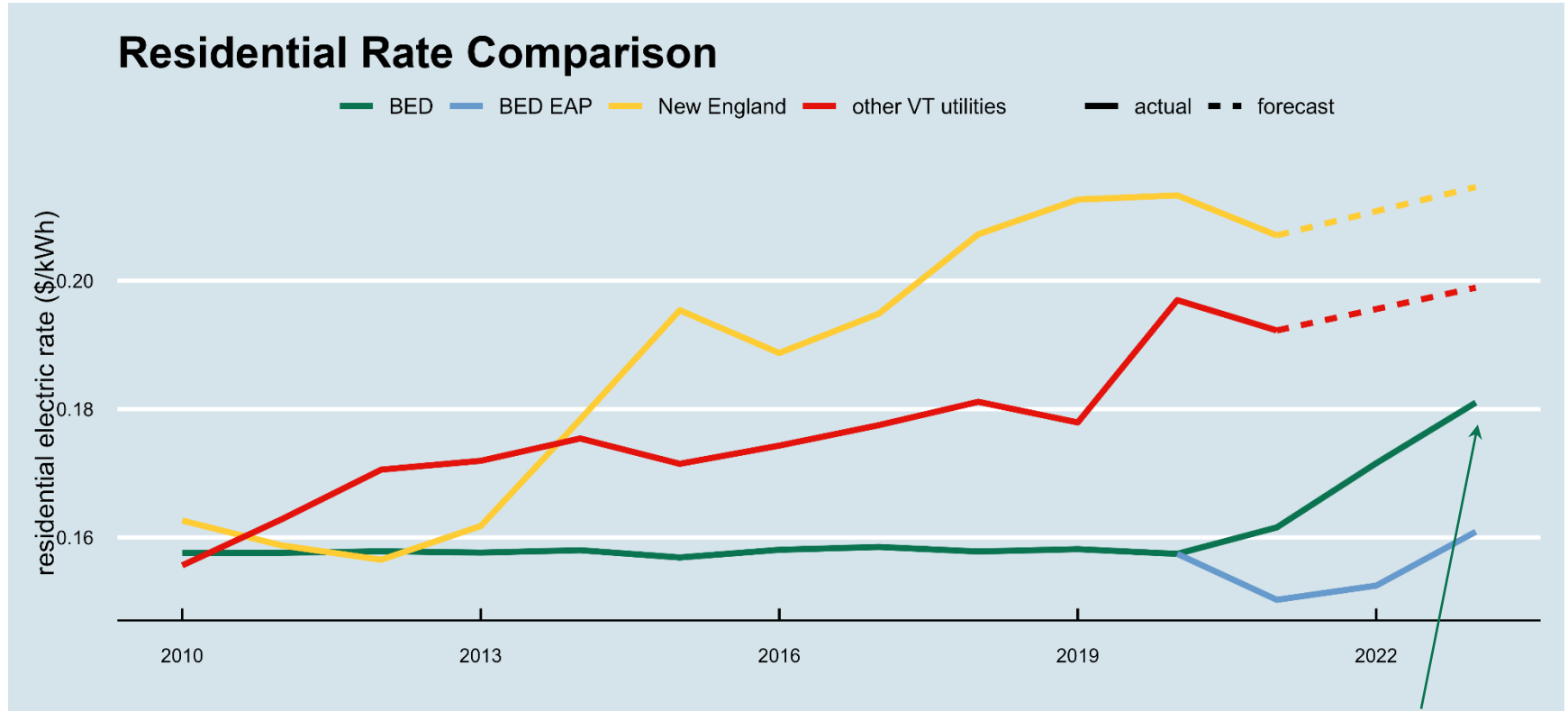


¹ Data sources from FRED Economic Data and BED sales

² Inflation Forecast uses a simple linear model to project inflation over the next 5 months (3/1/23 – 7/1/23)



Rate Comparison: Residential, 2010-2023



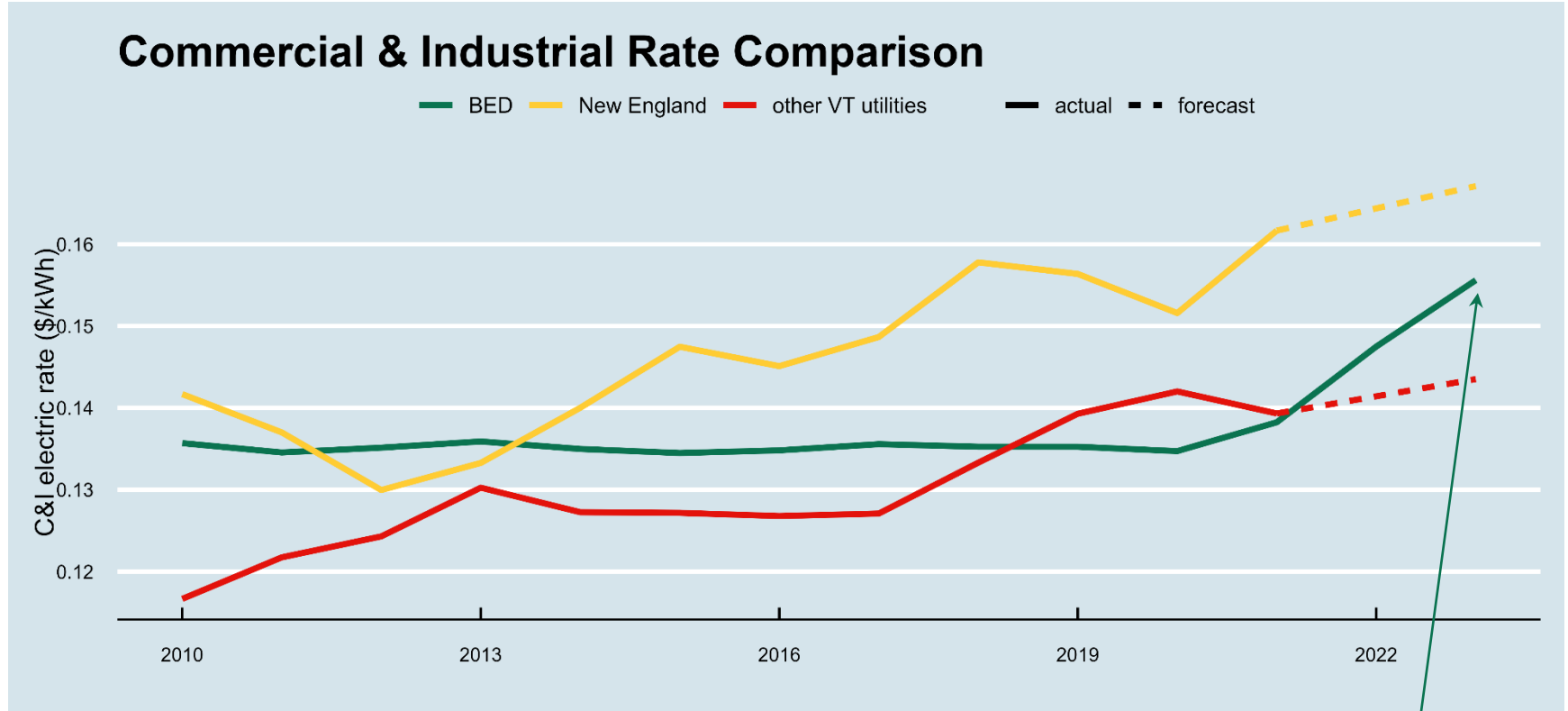
Source: BED sales data, EIA residential sales data up to 2020, model forecasting sales for 2021-2023

BED 2022 data comprised of sales and revenue from 8/1/2022-3/1/2023 to capture the effect of the previous rate increase (3.95% in 8/1/22)

Proposed Increase



Rate Comparison: Commercial & Industrial, 2010-2023



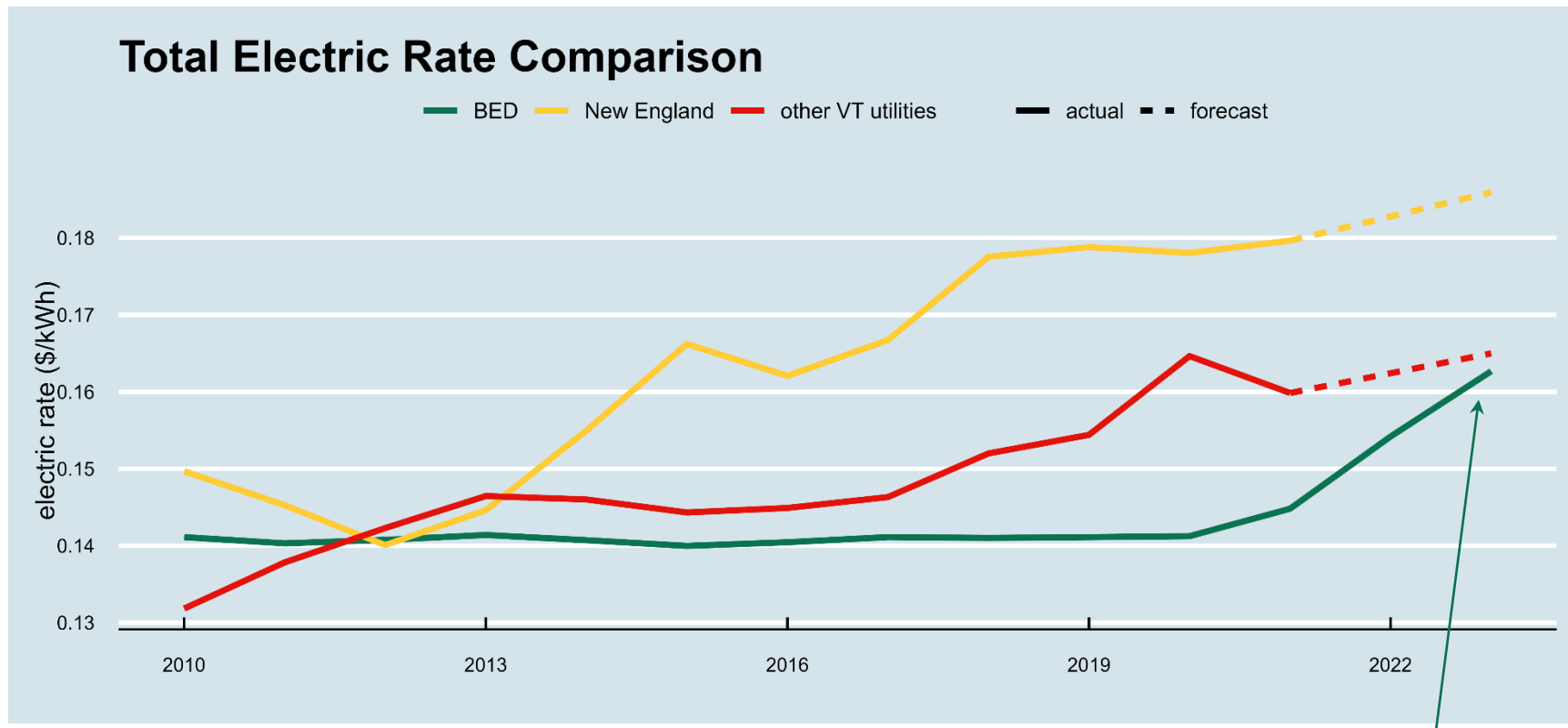
Source: BED sales data, EIA residential sales data up to 2020, model forecasting sales for 2021-2023

BED 2022 data comprised of sales and revenue from 8/1/2022-3/1/2023 to capture the full effect of the previous rate increase (3.95% in 8/1/22)

Proposed Increase



Rate Comparison: Total Cost to Serve, 2010-2023



Source: BED sales data, EIA residential sales data up to 2020, model forecasting sales for 2021-2023

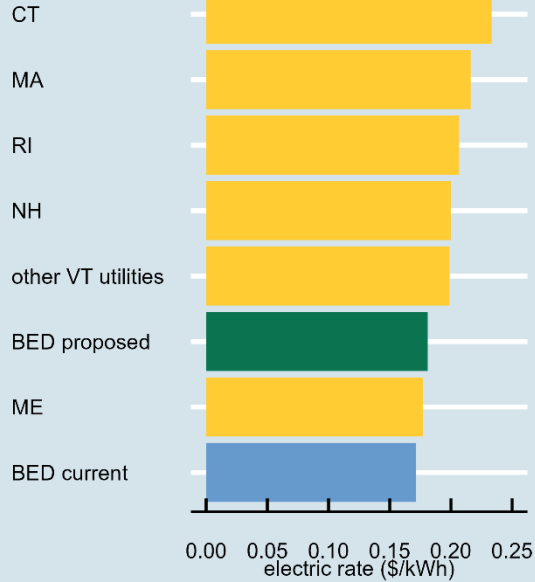
BED 2022-2023 data comprised of sales and revenue from 8/1/2022-3/1/2023 to capture the effect of the previous rate increase (3.95% in 8/1/22)

Proposed Increase

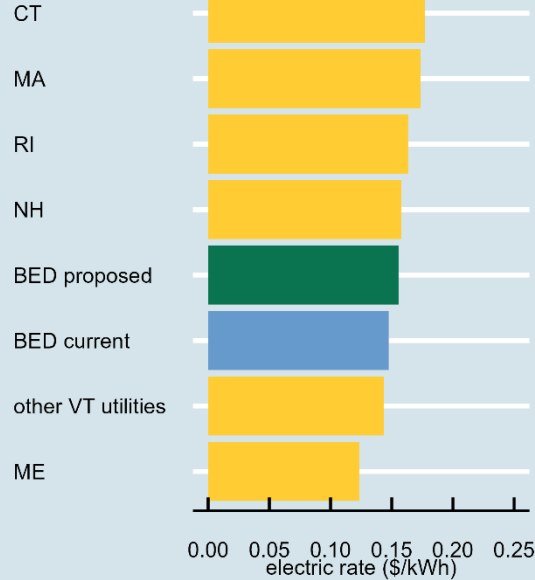


2023 Rate Comparison

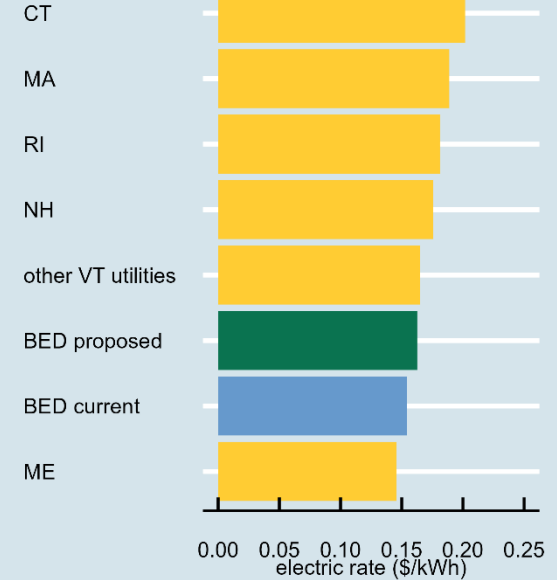
Residential



Commercial & Industrial



All Customers



¹ Rates for other regions are based on a linear trends from historical data

² BED rates are projected for FY2024 based on the proposed rate increase and supported by 2022-2023 sales and revenues



Effect on Customer Bills

Group	Average Monthly Use	Average Monthly Bill ¹		
		Current Rate	Proposed Rate	Increase
Residential	438 kWh	\$79.82	\$84.21	\$4.39
Small General	440 kWh	\$92.79	\$97.89	\$5.10

¹ Accounting for Franchise Fee

² Calculations based on average monthly energy across rateclasses. The rate increase will have larger bill impacts for customers with higher energy usage



Burlington Electric Assistance Program

Mitigating impacts for low-to-moderate income customers:

- The bill impact for low/moderate-income Residential Customers is on average \$3.20/month, but ranges based on electric usage¹
- Monthly Assistance will mitigate the rate increase impact on the monthly bill:

Period	LMI Bill (Before BEAP Credit)	EAP Credit
Before July 2023	\$ 85.21	-\$10.65 (12.5%)
After July, 2023	\$ 89.91	-\$11.23 (12.5%)

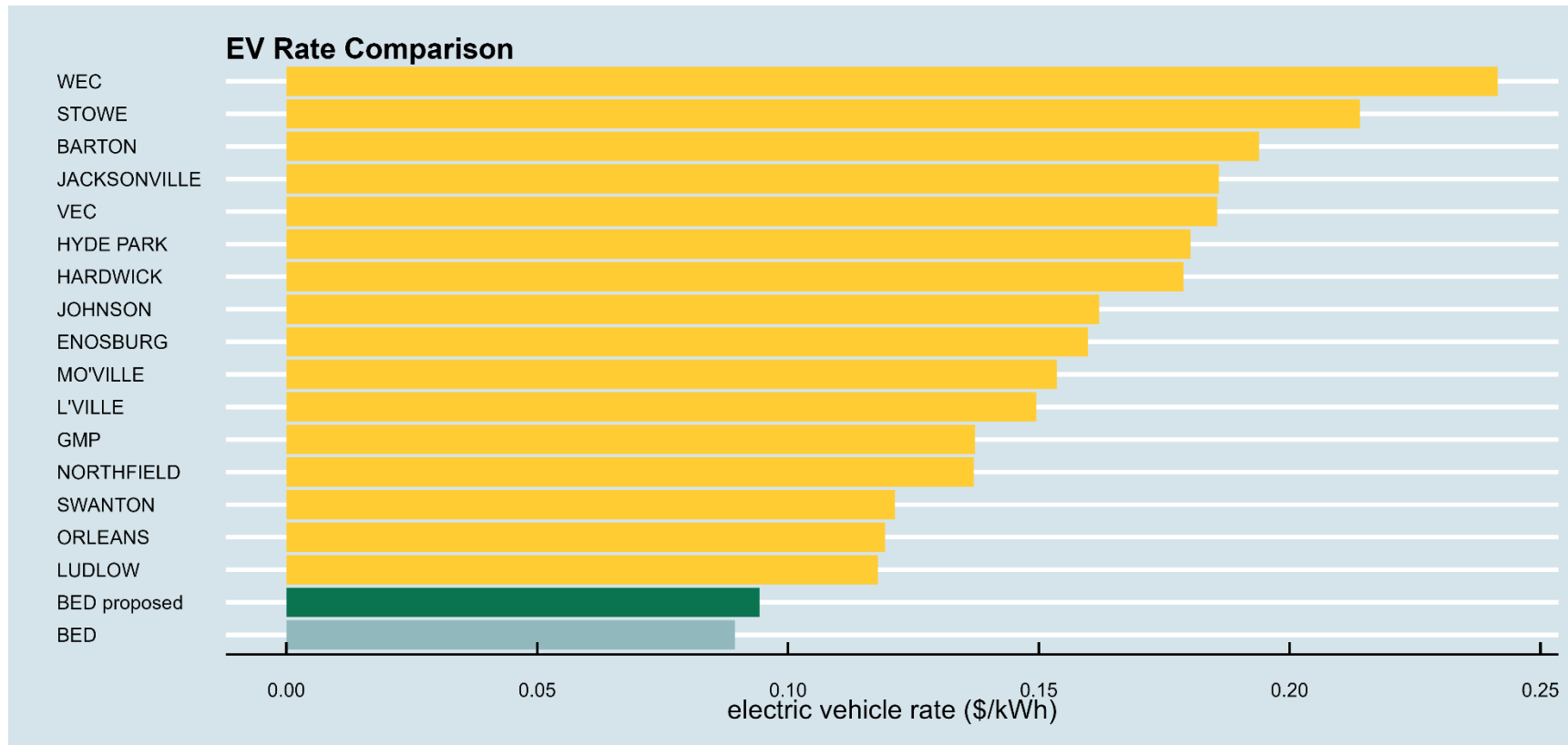
- Eligibility: 185% of Federal Poverty Level & Current Participant in Vermont State Fuel Assistance Program
- 134 customers approved as of 4.10.23. Anticipated to help 800 - 1,500 residential customers based enrollment of eligible customers for similar assistance programs²

¹ Low/Moderate-income usage modeled on customers currently enrolled in BED's Temporary Energy Assistance Program (470 kWh / month)

² Anticipated enrollment based on uptake of eligible customers in other Vermont Energy Assistance programs (VGS: 14%, GMP: 25%)



Vermont Electric Vehicle Rate Comparison





BURLINGTON INTERNATIONAL AIRPORT

Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

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

DATE: May 30, 2023

SUBJECT: Request to Execute a Contract for Bituminous Paving of Airport Circle with SD Ireland Construction and a budget neutral amendment.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization:

1. To execute a contract with SD Ireland Construction (SDI) for Paving of a portion of Airport Circle.
 2. For a budget neutral amendment to the Fiscal Year 2023 Budget in the amount of \$127,000
-
- 3.

EXECUTIVE SUMMARY

PROJECT BACKGROUND, DESCRIPTION, BENEFIT, JUSTIFICATION AND OBJECTIVE

This project consists of the pavement of approximately 70,609 square feet on Airport Circle. Due to the time that has passed since this was last done, the pavement has deteriorated to a point where this needs rehabilitation. There have been multiple patches and repairs done however, it is time to have this bituminous overlay completed. Airport Circle is the entryway to the airport terminal and parking garage off Airport Drive.

The following components will be completed:

- Mill key-ways to match existing grades.
- Sweep Area and apply RS-1 Emulsion.
- Overlay Area at 1 ¼”.
- Provide traffic control.

The new pavement will start at the south entrance off airport drive and will be terminated at this time 50’ beyond the north sky walk to the parking garage, adjacent the Air Traffic Control Facility.

Construction will be completed by June 30, 2023.

PROJECT APPROACH

Bidding & Selection:

The Airport Team created specifications and solicited multiple paving projects for several areas around the airport needing to be paved and received multiple responses. For this particular project, SD Ireland was the lowest qualified respondent and selected based on price, willingness to complete in a timely manner, and experience in working in a busy traffic area.

Funding: The airport is requesting a budget neutral amendment to their Fiscal Year 2023 budget to increase the terminal cost center property repairs line item. During the winter there were cost savings in the runway de-icing budget line item. Therefore the airport can re-allocate budgeted funds from the runway de-icing item to property repairs. A budget neutral amendment is included below:

BUDGET AMENDMENT

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-430	6615	Property repairs	\$ 127,000
Increases to Expenses			\$ 127,000
Expense - decreases			
400-35-431	6222	Runway De-Ice	\$ (127,000)
Decreases to Expenses			\$ (127,000)

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation execute a contract with SD Ireland Construction in the amount of \$126,800.00 with a 15% contingency totaling up to \$145,820.00 for the paving of a portion of Airport Circle, subject to review and approval of the City Attorney's Office."
2. To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$127,000 to the Fiscal Year 2023 Airport budget by increasing the accounts as described in the affiliated memorandum."

City Council:

1. "To authorize the Director of Aviation execute a contract with SD Ireland Construction in the amount of \$126,800.00 with a 15% contingency totaling up to \$145,820.00 for the paving of a portion of Airport Circle, subject to review and approval of the City Attorney's Office."
2. "To approve a budget neutral amendment in the amount of \$127,000 to the Fiscal Year 2023 Airport budget by increasing the accounts as described in the affiliated memorandum."

Department: Airport Submitter: H. Dusablon

Title/Subject: Request for Authorization to Execute Airport Circle Paving Contract

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/13/2023	N. Longo
Mayor's Office informed and approved memo	Yes	5/25/2023	J. Redell
Board/Commission, if required	N/A	5/3/2022	Will go before 6/7/23 Airport Commission
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/25/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	K. 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	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



BURLINGTON INTERNATIONAL AIRPORT

Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Marie Friedman, CPA, Director of Finance
Nic Longo, Director of Aviation

DATE: May 8, 2023

SUBJECT: Request for Approval of a \$513,015 Budget Neutral Amendment to the
FY2023 Burlington International Airport Budget

Request

The Burlington International Airport (Airport) seeks approval and authorization for a Budget neutral amendment in the amount of \$513,015 to the Fiscal Year 2023 BTV budget.

Summary

Background:

Airport Expenditures

The Airport is seeking to amend the following expenditure accounts. During the fiscal year, there is periodically the need to adjust the approved budget. These changes are described below:

Other Personnel Services – On call and Staffing: The airport utilizes “on-call” pay for many of our employees who need to be available and called in for critical work outside of normally scheduled hours. Such example is inclement winter weather.. These employees provide tremendous service to the airport to keep the runway and terminal safe and open. The airport under budgeted in various cost centers for this expense and now seeks to amend this budget expense line. Additionally, the Airport needs to increase services staffing. This expense item is used when part-time employee work extra shifts. *Increase request is \$47,000.*

Repairs & Maintenance – Parts & Electrical supplies: The airport needs to add additional budget funds to the airfield repairs and maintenance parts and electrical supplies expense account. There have been in increase in these sorts of repairs, especially improvements and upgrades within our taxiway. Therefore an increase is requested. *Increase request for this group is \$107,000.*

Utilities Water/Wastewater: The actual cost of water/wastewater is expected to exceed the current budgeted amount. Therefore an increase is requested. *Increase request is \$1,000.*

Professional Contractual for Services, Legal, Information Technology & Marketing: Airport has experienced higher costs in all these line items. Specifically with the Professional Services, the Airport is working on Hotel development, communications plans and other consultants assisting with many projects. An increase to legal services is due to specific aviation industry legal specialty and is done in cooperation with the City's Attorney office. Therefore an increase is requested to these accounts. *Increase request is \$142,000.*

Rentals Equipment: The Airport needed to rent equipment (a very large front loader) for several months to assist with snow removal. This is due to the fact that our existing front loader was not usable due to age. Renting allowed the airport to continue having a crucial piece of equipment on-site during this winter season. We intend to seek a permanent solution in time for next winter. *Increase request is \$50,000.*

Maintenance Contracts: The Airport added a jet bridge maintenance contract at the end of last fiscal year and needs to add additional funds to FY 2023 approved budget. Therefore an increase is requested. *Increase request is \$75,000.*

Property Repairs: The Airport incurred higher property repairs such as some emergency repairs on runway light bars, the installation of an oil separator tank at one of our buildings, dead tree removals and fence repairs. Therefore an increase is requested. *Increase request is \$35,000.*

Debt Service Principal Capital Lease and Interest: This is simply correcting the allocation between principal and interest components specific to the QTA lease. *Budget neutral between the two accounts.*

Capital Expenditures: The Airport maintenance shop forklift was old and needed significant repairs to get working again. This forklift is used all the time and needed to be replaced right away. A new forklift was selected from bids received. Therefore an increase is requested. *Increase request is \$39,000.*

Expenditure budgets to reduce and offset increases: The airport seeks to provide a budget neutral amendment. Therefore the following account budgets can be reduced:

- 1) Debt Service Interest Capital Lease – offset the Debt Service Principal capital lease as discussed above.
- 2) Repair and Maintenance – Buildings (Garage cost center) are being reduced to reallocate to other areas. A garage lighting and fire alarm project is starting in May and will continue into FY 2024. Therefore these funds can be allocated to other expenses line items for FY 2023 *Decrease combined request is \$496,000.*

Budget Amendment

The Summary below shows all expenditure accounts in this proposed airport budget amendment.

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-430	5200_106	Other Personnel Services Staffing	\$ 11,000
400-35-433-600	5200_106	Other Personnel Services Staffing	\$ 7,000
400-35-430	5200_110	Other Personnel Services - On call	\$ 12,000
400-35-431	5200_110	Other Personnel Services - On call	\$ 9,000
400-35-432	5200_110	Other Personnel Services - On call	\$ 3,000
400-35-434	5200_110	Other Personnel Services - On call	\$ 5,000
		Sub-total Other Personnel Services	\$ 47,000
400-35-430	6300_100	Repairs & Maintenance - Parts	\$ 20,000
400-35-433-602	6300_100	Repairs & Maintenance - Parts	\$ 7,000
400-35-431	6300_105	Repairs & Maintenance Vehicle parts	\$ 15,000
400-35-431	6300_187	Repairs & Maintenance Electrical Supplies	\$ 50,000
400-35-432	6300_187	Repairs & Maintenance Electrical Supplies	\$ 15,000
		Sub-total Repair and Maintenance	\$ 107,000
400-35-431	6400_115	Utilities Water/Wastewater	\$ 1,000
400-35-000	6500_118	Professional Contractural Services	\$ 50,000
400-35-432	6500_115	Professional Consultant Svs Legal	\$ 50,000
400-35-432	6500_120	Professional Services-Information Technology	\$ 12,000
400-35-433-600	6500_142	Professional Marketing & Promotion	\$ 30,000
		Sub-total Professional Services	\$ 142,000
400-35-431	6530_115	Rentals Equipment	\$ 50,000
400-35-430	6600	Maintenance Contracts	\$ 75,000
400-35-431	6615	Property Repairs	\$ 35,000
400-35-433-602	7400_155	Debt Service Principal Capital Lease	\$ 17,015
400-35-431	9500_110	Capital Expenditures	\$ 39,000
Increases to Expenses			\$ 513,015
Expense - decreases			
400-35-433-600	6300_170	Garage: Repairs & Maintenance Buildings	\$ (496,000)
400-35-433-602	7450_255	Debt Service Interest Capital Lease	\$ (17,015)
Decreases to Expenses			\$ (513,015)

Motions

The Airport respectfully request the Board of Finance to approve the following motion:

Board of Finance:

1. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$513,015 to the Fiscal Year 2023 Burlington International Airport budget by increasing the accounts as described in the affiliated memorandum."

City Council:

1. "To approve a budget neutral amendment to the Fiscal Year 2023 Burlington International Airport budget in the amount of \$513,015 by increasing the accounts as described in the affiliated memorandum."

Department: Airport Submitter: H. Dusablon

Title/Subject: Request for Authorization to Approve Airport Budget Amendment

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/24/2023	N. Longo
Mayor's Office informed and approved memo	Yes	5/25/2023	J. Redell
Board/Commission, if required	Yes	5/3/2022	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/25/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	K. 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	
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



BURLINGTON INTERNATIONAL AIRPORT

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

FROM: Nic Longo, Director of Aviation

DATE: May 30, 2023

SUBJECT: Rubber Removal for Runway 15/33 at Patrick Leahy Burlington International Airport

Request:

The Burlington International Airport ("Airport") seeks Board of Finance recommendation and City Council approval to sign a contract to supply and implement rubber removal on Runway 15/33 to improve aircraft braking action and reduce marking obscuration in accordance with 150/5320-12 (latest iteration) Measurement and Maintenance of Skid-Resistant Airport Pavement Surfaces.

This contract provides for all labor and materials to complete the removal of accumulated aircraft rubber from approximately 300,000 total square feet (150,000 each end) of Runway 15/33. All necessary precautions will be made to minimize damage to paved surfaces. The contract provides for four instances of rubber removal over the course of two years (twice yearly) when deemed necessary and/or scheduled by the Airport and coordinated with the contractor.

Executive Summary:

Background:

Repeated landings on both approach ends of the main runway at the Airport results in rubber buildup on the surface, leading to decreased braking and obscured runway markings for aircraft landing at BTV.

Due to specialized equipment and contractor efficiencies, a contractor is requested to oversee such work in order to meet upcoming inspection and FAA safety standards.

Selection of Contractor:

On March 28, 2023, the Airport advertised a Request for Proposals (“RFP”) for the supply and installation of airfield pavement markings. Proposals were due on April 15, 2023, and the Airport received two (2) proposals, and Hi-Lite Airfield Services was the lowest bidder over the four instances of rubber removal.

All work will comply with Advisory Circular 150/5320-12 (latest iteration) Measurement and Maintenance of Skid-Resistant Airport Pavement Surfaces.

For the rubber removal, this will extend over a two calendar-year period which may affect FY23, FY24, and FY25. The budget adequately includes funds to cover the work efforts in FY23, and FY24, and shall be budgeted for FY25.

Motions:

The Airport respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance

1. “To approve and recommend to the City Council that the Director of Aviation be authorized to execute a two-year contract with Hi-Lite Airfield Services, LLC, for \$102,000.00, with a 20% contingency, with a maximum limiting amount of \$ 122,400.00 to supply and implement rubber removal on Runway 15/33 to improve aircraft braking action and reduce marking obscuration at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney.”

City Council

1. “To approve and recommend to the City Council that the Director of Aviation be authorized to execute a two year contract with Hi-Lite Airfield Services, LLC, for \$102,000.00, with a 20% contingency, with a maximum limiting amount of \$122,400.00, to supply and implement rubber removal on Runway 15/33 to improve aircraft braking action and reduce marking obscuration at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney.”

Thank you for your continued support.

CITY OF BURLINGTON CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Hi-Lite Airfield Services, LLC (“Contractor”), a Texas corporation with a principal place of business at 20128 State Route 12F, Watertown, New York 13601, and a registered agent located at 1154 Route 30, Townshend, Vermont 05353.

Contractor and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Contractor and “Parties” means the City and Contractor.
- D. “Project”** means the Runway Rubber Removal for Runway 15/33 at Patrick Leahy Burlington International Airport (the “Airport”).
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Contractor to provide runway rubber removal services for Runway 15/33 at the Airport.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date

and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on December 31, 2024, or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals).

Contractor agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Contract.

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$102,000.00. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

David Carman
dcarman@btv.aero

The City reserves the right to request supplemental information prior to payment. Contractor shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings and throughout this Contract are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this

Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

A. Contract Documents. The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated March 28, 2023

Attachment B: Contractor's Response to Request for Proposals dated April 25, 2023

Attachment C: Burlington Standard Contract Conditions for Construction Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance

B. Order of Precedent. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Contractor
Hi-Lite Airfield Services, LLC

By: _____
Name & Signature

Date: _____

City of Burlington
Patrick Leahy Burlington International airport

By: _____
Nic Longo
Director of Aviation

Date: _____

Attachment A:
Request for Proposals dated March 28, 2023

Attachment B:

Contractor's Response to Request for Proposals dated April 25, 2023

SAFETY MARKING LLC

AN EQUAL OPPORTUNITY EMPLOYER

255 HANCOCK AVENUE

BRIDGEPORT, CT 06605

203-333-6870 FAX 203-333-9099

An Affirmative Action - Equal Opportunity Employer

Providing Equal Opportunities for Minorities,

Females, Veterans & Individuals with Disabilities

dcarman@btv.aero

QUOTE

DAVID CARMAN

BTB

QUOTE:

VT

DATE:

4/25/2023

IN THE TOWN OF		COUNTY		PROJECT NO.	
SOUTH BURLINGTON				BTB	
TYPE OF WORK					
RUNWAY RUBBER REMOVAL FOR RUNWAY 15/33 AT BURLINGTON INTERNATIONAL AIRPORT					
ITEM #	U/M	QTY	DESCRIPTION	U/PRICE	AMOUNT
	SF	300,000.00	RUBBER REMOVAL DEPOSITS (150,000 EACH END RUNWAY 15/33)	\$ 0.12	\$ 36,000.00
TOTAL FOR THIS QUOTE					\$ 36,000.00



Quotation

Quote #: 23-17626

Project Reference: Runway Rubber Removal for Rwy 15/33

County: Chittenden
Burlington, VT

Bid Date: 04/25/23
Completion Date: TBD

Item#	Description	Qty	Unit	\$ / Unit	Price
Year 1					
1	Rubber Removal Without Chemical	600,000	SF	\$0.08	\$48,000.00
Year 2					
1	Rubber Removal Without Chemical	600,000	SF	\$0.09	\$54,000.00
Total:					\$102,000.00

Project Description:

Rubber Removal at Burlington International Airport, Burlington, VT.

Remarks:

Price Includes:

(4) Mobilizations for Rubber Removal

Any additional mobilizations will be charged at \$7,500 per occurrence

- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing
- Owner to provide adequate water source and dump site for solid/liquid debris
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris
- All barricades, traffic control, set up, and tear down provided by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Stand-by time caused by others will be billed at \$500/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- Minimum of 10 days' notice required for scheduling
- Any changes to the Plans & Specifications herein that affects Hi-Lite's work will require a reevaluation of the price
- Retainage not to exceed Owner's retention or a maximum of 5%, whichever is less
- If a Payment and Performance Bond is requested, add 1% to the total price
- Hi-Lite will not be signatory to any Union or sign any PLA for the project. Further Hi-Lite will not be bound to any agreements between any Union and the Prime Contractor

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days From Bid Date. If you need further information please contact: Logan Marolf, Northeast Regional Estimator, (315) 583-6111 x246 or logan.marolf@hi-lite.com.

HI-LITE AIRFIELD SERVICES, LLC
PO Box 597
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111
www.hi-lite.com

Attachment C:
Burlington Standard Contract Conditions for Construction Contracts

Attachment D:
Burlington Livable Wage Ordinance Certification

Attachment E:
Burlington Outsourcing Ordinance Certification

Attachment F:
Burlington Union Deterrence Ordinance Certification

Attachment G:
Contractor's Certificate of Insurance

Department: Airport Submitter: H. Dusablon

Title/Subject: Request for Authorization to Execute Contract for Runway Rubber Removal

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/24/2023	N. Longo
Mayor's Office informed and approved memo	Yes	5/25/2023	J. Redell
Board/Commission, if required	Yes	5/3/2022	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	5/25/2023	Contracts Sent to K. Clauss, will send Lori upon approval
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/25/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	K. 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	Will send upon approval
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



BURLINGTON INTERNATIONAL AIRPORT

TO: City of Burlington, Airport Commission
City of Burlington, Board of Finance

FROM: Nic Longo, Director of Aviation

DATE: May 30, 2023

SUBJECT: Authorization to Execute a Contract for the Supply and Installation of
Airfield Pavement Marking at the Patrick Leahy Burlington
International Airport

Request:

The Patrick Leahy Burlington International Airport ("BTV" or "Airport") seeks Board of Finance recommendation and City Council approval to sign a contract for the purpose of supplying and installing taxiway markings, as well as all labor and materials to complete work on the following:

- Proper eradication of 60-80 percent of existing markings, to be repainted;
- Edge markings from hold position markings leading onto 15-33 on Taxiways A (x2), G, H, B, C, and J.
- Runway Hold Position Markings ("HPMs") at 15-33 on Taxiways G, M, H, A, B, C, and J.
- Runway HPMs for Runway 1/19 at Taxiways A, B, and C.
- Taxiway Edge Line for the north edge of Taxiway C from 1/19 to Taxiway G.
- Taxiway edge lines from Taxiway E onto Runway 1/19 and from E and the 15/33 intersection.
- Roadway checkered (zipper) lines on the edge of the roadway extending from the FedEx Ramp to the Pratt and Whitney Ramp (approximately 900 feet).
- Taxiway Edge Line from the Taxiway C/G intersection to the Valley West Ramp (approximately 900 feet).
- Taxiway edge lines on Taxiway C from the 15/33 HPM to the Taxiway C/G intersection.
- Taxiway Edge Lines on Taxiway J from 15/33 HPM to Taxiway G intersection.
- All Land and Hold Short Lines, 3 in total.

Executive Summary:

Background:

BTV's runways and taxiways are inspected annually under FAA Federal Regulation Part 139 to ensure that all paintings and markings meet their safety standards. Airport maintenance staff routinely maintains these markings; however, due to the years of routine maintenance, there is a buildup of paint, causing cracking and chipping of the markings. The correction of this buildup and the supply and installation of runway pavement markers requires specialized equipment and knowledge not possessed by Airport staff, so a contractor must be hired to complete the oversight of such work in order to meet upcoming inspection standards.

Selection of Contractor:

On March 28, 2023, the Airport advertised a Request for Proposals ("RFP") for the Supply and Installation of Airfield Pavement Markings. Proposals were due on April 15, 2023, and the Airport received two (2) proposals and Hi-Lite Airfield Services submitted the lowest bid. All work must be completed by July 14, 2023 to ensure that BTV is prepared for the annual FAA inspection that is scheduled for July.

All work will comply with the FAA-approved Signing & Marking Plan, FAA Advisory Circulars 150/5370-10 current edition Standard Specifications for Construction of Airports, and 150/5340-1 and/or current edition for Airport Markings.

There are adequate budgeted funds remaining in FY23 and sufficient for FY24. The timing of the work is dependent upon on schedule and weather of the contractor, and the work may cross between fiscal years.

Motions:

The Airport respectfully request the Board of Finance and City Council approve the following motions:

Board of Finance

1. "To approve and recommend to the City Council that the Director of Aviation be authorized to execute a contract with Hi-Lite Airfield Services, LLC, for \$123,555.96 with a 30% contingency with a maximum limiting amount of \$160,622.75 for the supply and installation of taxiway and ramp markings on requested taxiways, runways, and ramps at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney."

City Council

1. "To approve and recommend to the City Council that the Director of Aviation be authorized to execute a contract with Hi-Lite Airfield Services, LLC, for \$123,555.96 with a 30% contingency with a maximum limiting amount of \$160,622.75 for the supply and installation of taxiway and ramp markings on requested taxiways, runways, and ramps at the Patrick Leahy Burlington International Airport, subject to the final review and approval by the Office of the City Attorney."

Thank you for your continued support.

Department: Airport Submitter: H. Dusablon
 Request for Authorization to Execute Contract for Supply and Installation of Airfield
 Title/Subject: Pavement Markings

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/24/2023	N. Longo
Mayor's Office informed and approved memo	Yes	5/25/2023	J. Redell
Board/Commission, if required	Yes	5/3/2022	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	5/25/2023	Contracts Sent to K. Clauss, will send Lori upon approval
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/25/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	K. 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	Will send upon approval
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

CITY OF BURLINGTON CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Hi-Lite Airfield Services, LLC (“Contractor”), a Texas corporation with a principal place of business located at 20128 State Route 12F, Watertown, New York 13601, and a registered agent located at 1154 Route 30, Townshend, Vermont 05353.

Contractor and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor and **“Parties”** means the City and Contractor.
- D. **“Project”** means the installation of taxiway markings at the Patrick Leahy Burlington International Airport (“the Airport”).
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to supply and install taxiway markings at the Airport.

3. EFFECTIVE DATE & TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date

and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on July 14, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals).

Contractor agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Contract.

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$160,622.75. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

David Carman
dcarman@btv.aero

The City reserves the right to request supplemental information prior to payment. Contractor shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings and throughout this Contract are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this

Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

A. Contract Documents. The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated March 28, 2023

Attachment B: Contractor's Response to Request for Proposals dated April 15, 2023

Attachment C: Burlington Standard Contract Conditions for Construction Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance

B. Order of Precedent. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Contractor
Hi-Lite Airfield Services, LLC

By: _____
Name & Signature

Date: _____

City of Burlington
Patrick Leahy Burlington International airport

By: _____
Nic Longo
Director of Aviation

Date: _____

Attachment A:
Request for Proposals dated March 28, 2023

Attachment B:
Contractor's Response to Request for Proposals dated April 15, 2023

Attachment C:
Burlington Standard Contract Conditions for Construction Contracts

Attachment D:
Burlington Livable Wage Ordinance Certification

Attachment E:
Burlington Outsourcing Ordinance Certification

Attachment F:
Burlington Union Deterrence Ordinance Certification

Attachment G:
Contractor's Certificate of Insurance

Burlington Design Advisory Board

645 Pine Street
Burlington, VT 05401
<https://www.burlingtonvt.gov/DPI/DAB/Agendas>
Telephone: (802) 865-7188
(802) 865-7195 (FAX)

Ron Wanamaker, Chair
Emily Morse, Vice Chair
Jay White
Jack Qualey
Gabe Stadecker
Kathleen Ryan, Alternate
Michael Alvanos, Alternate



Annual Report of the Design Advisory Board

Fiscal Year 2023: July 1, 2022 – June 30, 2023

Over the past year, the Burlington Design Advisory Board has maintained its commitment to the city by advising the Development Review Board on proposed development projects. The DAB assists applicants by advising, when appropriate, how to bring their project into compliance with the CDO. As a result of the DAB review process, some applicants make adjustments to their projects that help ensure compliance with the CDO and approval by staff or the DRB, as appropriate.

This year the Design Advisory Board (DAB) reviewed 20 individual projects (some multiple times, to respond to revisions.) These projects included:

- Three applications to demolish historic carriage barns, all of which included the creation of new residential units.
- Review of the demolition and new construction for BHS;
- Review of revisions to a Civic (park) space, including compliance with the Form Code;
- Sketch Plan review of proposed redevelopment at 284 Grove Street, with removal of an existing brick triplex and 12 modular homes and replacement with multiple duplexes.
- Demolition of the Cathedral of the Immaculate Conception;
- Renovations to Duncan's Auto;
- Demolition and new construction of a single family home on Sunset Cliff;
- Demolition and new construction of a duplex on Manhattan Drive;
- Construction of a new residence on Conger Avenue;
- 2 requests for Alternative Compliance under the Form Code, including Demolition of the VFW on South Winooski Avenue, with construction of a mixed use/38 residence building;
- A 65,000 sf addition to Rhino foods.

This year we continued to maintain communication and collaboration with the other boards and committees, which helps us better understand our role within the zoning process and make more informed decisions. Ways in which we have worked with others this year include:

- On January 17, 2023, the Design Advisory Board participated in a joint meeting with the DRB, the Planning Commission, and the Conservation Board. We received updates on the Article 8 Parking Amendment, the 10 Point Housing Plan Progress (including the South End Innovation District, the Trinity Campus Overlay, and Missing Middle Housing); Short Term Rental Regulations, and Nature Based Climate Solutions.
- One of our members acts as a representative to the Planning Commission Ordinance Committee, participating in the development of zoning amendments for consideration by the full Planning Commission and the City Council.

The programs and services of the City of Burlington are accessible to people with disabilities. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Zoning at least 72 hours in advance so that proper accommodations can be arranged. For information call 865-7188 (TTY users: 865-7142).

- The Chair has, on occasion, appeared before the DRB during a hearing to explain the DAB's recommendation for a project and to be available for questions, especially for projects that are large or of particular interest to the public.

The Design Advisory Board also has a standing subcommittee, the Historic Preservation Review Committee (HPRC), that advises the city on matters related to historic preservation. The HPRC also acts as the local advisory committee under the Vermont Certified Local Government Program and provides advice and recommendation on matters related to historic preservation, at the request of Staff.

This year the HPRC reviewed five applications: Project reviews included:

- Two sessions to review the Railyard Enterprise Project (REIP) and recommended alignment through the Pine Street Historic District, including consideration of Impacts to historic properties;
- One review of a telecommunications installation on a structure listed on the National Register within the North Street Historic District;
- One project review and support for funding to benefit the Goethe Lodge;
- One review to discuss a request to remove boulders from the Church Street Marketplace, which is part of the Church Street Historic District.
- An extended discussion of replacement windows for listed historic structures.

The DAB always strives for consistency with our recommendations and with how we interpret the Ordinance, so that applicants can be assured of a fair and predictable process. For projects that fall within the Form based code, our purview for review is typically limited to requests for Alternative Compliance, which may include additional height or use of materials not identified within Article 14. We continue to learn how this process works and the role of the DAB for these reviews.

Ron Wanamaker, Chair

Date

Jay White

Date

Gabe Stadecker

Date

Emily Morse

Date

Jack Qualey

Date

Kathleen Ryan, Alternate

Date

Michael Alvanos, Alternate

Date

Lori Olberg

From: Keith Pillsbury <kpillsbury7@gmail.com>
Sent: Tuesday, May 23, 2023 12:03 PM
To: Lori Olberg
Subject: Re: UVM Student Housing

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

Yes

On Tue, May 23, 2023 at 12:02 PM Lori Olberg <lolberg@burlingtonvt.gov> wrote:

Indeed. I can forward to them now and have this be part of the June 5th City Council Consent Agenda so that it is on the record, ok Keith?

From: Keith Pillsbury <kpillsbury7@gmail.com>
Sent: Tuesday, May 23, 2023 11:59 AM
To: Lori Olberg <lolberg@burlingtonvt.gov>
Subject: UVM Student Housing

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

Lori, would you please ensure this letter is distributed to the city council?

Thank you so much for your help. Keith

Greetings City Councilors,

This is a copy of what I said at the UVM Board of Trustees Public Forum at their meeting Saturday

My wife and I, from long-term Vermont families, moved to University Terrace in 1974. It was a street housing employees of the university and hospital. It is now a street housing 8 families and 50-60 students with replacements moving in June 1. How many of you have to welcome 19-21-year-old new neighbors annually?

I am a first-generation UVM graduate, graduating in 1969. With my diploma, I received a free ticket to Vietnam. I worked with poor black and white combat soldiers. We realized quickly that we were cannon fodder and protected each other's backs in a war started by misguided governmental policy and corporate greed. My first job was at a newly integrated BIPOC school in North Carolina. Eventually, I was hired to teach at Essex Middle School where I taught for 36 years. I served on the Burlington School Board 25 years.

UVM's mission statement emphasizes concern for the quality of life in local communities and a willingness to address complex societal issues, I assume, climate change and housing.

Though the words are lofty, UVM's housing policy has had a major negative impact on the environment with increased carbon pollution and on residential streets for decades.

Your enrollments increase regularly. Instead of building more housing to accommodate more students, UVM relies on neighborhoods to absorb the growing numbers of students. This benefits the University financially but disrupts neighbors' lives and deteriorates the housing on the street. Investors have bought up beautiful older houses for rental near our city's shopping and entertainment area. This location is very desirable for urban workers and BIPOC families without cars, but students get first priority on the apartments. Most rental units are leased in the fall for occupancy the following June. Policemen, nurses, faculty members, and other Vermont workers are locked out of this housing even if they can afford it. When homes do come up for sale, the investors outbid workers, often paying with cash. UVM creates the housing demand. Real estate agents benefit financially. Long-term residents in the neighborhood end up being RAs for landlords.

UVM says it has a commitment to our small state with its limited resources. Increasing its college-managed housing on campus for several thousand more students could reduce the destruction of our fertile farmland in the county. UVM leadership reversed its error in advocating eugenics and supporting Kake Walk. Now it is time to change its student housing policy to require Juniors to live on campus and reduce the number of students allowed to have cars. With a reduction in student demand on Burlington's limited housing, a new population of younger homeowners/renters would spur an economic resurgence in the area.

It is probable that UVM's first President, Daniel Clarke Sanders, was hosted by Captain Caleb Pillsbury, an Amesbury Massachusetts Militia leader at Lexington in 1775, and a farmer in North Danville, Vermont in the early 1800s. My wife and I would enjoy hosting you on our front porch at 25 University Terrace.

Keith Pillsbury

kpillsbury7@gmail.com

802-734-9344

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.

--

Sent from Gmail Mobile

5-22-2023

123 MAY 25 PM 1:50

VT City Council

Vermont Attorney General never responded to my over five document evidence need to be investigated.

I have Licence Plates of cyber attackers doing Covert operations in vehicles an working with other organizations with plans to Cause next explosions on the Country.

I have plenty evidence but noone reading my letters to begin a investigation. Attorney General Leticia James also not reading my letters to prevent the attacks. They Cyber attack Citizens an National Security.

I also have evidence to cyber attacks on Vermont. Vermont Attorney General still **not** reading or investigating

Russell Reeder

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Wednesday, May 24, 2023 12:57 PM
Subject: FPR Press Release - Emerald Ash Borer in Vermont: Preventing the Spread and Removing Hazardous Trees

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

PRESS RELEASE

For Immediate Release – May 24, 2023

Contact:

Josh Halman, Forest Health Lead
 Vermont Department of Forests, Parks, and Recreation
 802-279-9999, josh.halman@vermont.gov

Emerald Ash Borer in Vermont: Preventing the Spread and Removing Hazardous Trees

Montpelier, VT – In an effort to address the threat posed by the invasive emerald ash borer (EAB), the Department of Forests, Parks and Recreation urges both residents and visitors to stay informed and follow recommendations. As part of the Emerald Ash Borer Awareness Week, May 22 to May 28, 2023, Vermont renews its commitment to safeguarding its ash tree population, while increasing public safety.

"We understand the importance of ash trees to Vermont's forests, and the threat posed by the emerald ash borer cannot be ignored," said Danielle Fitzko, Commissioner of the Department of Forests, Parks, and Recreation. "We are taking proactive steps to protect public safety and slow the spread of this invasive species. We urge the public to do their part by following our recommendations."

The EAB begins its flight season on June 1, when they will emerge from infested ash trees, logs, and firewood and seek new host trees and mates. **To help slow the spread of the EAB:**

- Do not move firewood.
- Use local firewood.
- [Report signs](#) of infestation to FPR.

As part of its response to EAB infestation in Vermont, FPR has evaluated and begun removing susceptible ash trees from high-use areas on state lands, particularly state parks, to protect public safety.

Ash tree removal has been conducted at Grand Isle State Park, Emerald Lake State Park, Lake St. Catherine State Park, and Coolidge State Park. Some regular park visitors may notice a difference, such as small branches and wood on the ground near sites, trails and roads, more open areas, some soil disturbance, and newly seeded ground. Importantly, these areas are now safer and can remain open as EAB continues to move through the state.

Removing these trees improves forest health and public safety; helps keep state parks and state forests accessible to the public; and the harvested wood can be used for heating and lumber, benefiting Vermonters and our local economy.

Background

Lori Olberg

FOR INFORMATION ONLY

From: NRB.Act250Essex@vermont.gov
Sent: Wednesday, May 24, 2023 11:44 AM
To: jdufour@gmail.com; dmarshall@cea-vt.com; nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Stephanie.Monaghan@vermont.gov
Subject: 4C1352 Act 250 Land Use Permit - Daisy Properties, LLC - Exhibit List - COS
Attachments: 4C1352 permitexhibitlistcos.pdf

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

Please find attached Act 250 Land Use Permit 4C1352 - Daisy Properties, LLC - the Exhibit List - and the COS.

Act 250 District Office - Essex (District 4 Environmental Commission)

111 West Street
Essex Junction, VT 05452

Christine Commo *NRB Technician*

Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Lori Olberg

FOR INFORMATION ONLY

From: Lani Ravin <Lani.Ravin@uvm.edu>
Sent: Monday, May 22, 2023 11:18 AM
To: NRB.Act250Essex@vermont.gov; Hayes,Kaitlin; Lisa McNaney; Lisa Kingsbury (she/her); burlingtontownclerk; Lori Olberg; Andrew Montroll; Karen Paul; permitting@ccrpcvt.org; ANR - Act 250; barry.murphy@vermont.gov; psd.vtdps@vermont.gov; aot.act250@vermont.gov; agr.act250@vermont.gov; Dillon, Scott; Duggan, James; ACCD - Project Review
Subject: CERTIFICATE OF SERVICE Re Supplementary Information for LUP 4C0348-6A
Attachments: 000-exhibitlist_UVM_Virtue_Support_Bldg.2023.05.19.xlsx; 035_UVM.Coverletter.2.re.LUP_4C0348_6A.pdf; 036_UVM.memo.re.10.VSA.6083a_f.pdf; 037_Revised_Application_UVM_VF_Support_Bldg.pdf; 038_Reduced Fee Request Schedule A Excerpt.pdf; 039_CoS UVM LUP 4C0348-6A 2023.05.22.pdf

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

I hereby certify that I, Lani Ravin, Associate Planner at the University of Vermont & State Agricultural College, sent a copy of documents, dated May 22, 2023, for the University of Vermont, regarding LUP# 4C0348-6A, regarding the UVM Virtue Field Support Building, by electronic mail to those with email addresses as indicated above.

Lani Ravin, AICP
Planning, Design and Construction
University of Vermont
31 Spear Street, Marsh Hall Suite 10
Burlington, VT 05405
Ph: (802) 656-3217
Fax: (802) 656-8895
Lani.Ravin@uvm.edu

Lori Olberg

From: Peter Mazurak <aevermont@gmail.com>
Sent: Thursday, May 18, 2023 1:01 PM
To: NRB.Act250Essex@vermont.gov
Cc: mike@dominosvt.com; jlites@gmavt.net; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; Sarah Montgomery; burlingtontownclerk; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: Re: Act 250 4C0799-4 Additional information
Attachments: 9606-9050.pdf; Zoning Permit.pdf; COS 2023-0518.pdf

Some people who received this message don't often get email from aevermont@gmail.com. [Learn why this is important](#)

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

All,

Please see the additional information attached.

Thank you,
Peter Mazurak, P.E.
Apex Engineering, LLC
802-752-7328

Lori Olberg

FOR INFORMATION ONLY

Subject: Burlington HES 5000 (18) - Final Inspection Onsite
Location: Onstie
Start: Thu 5/25/2023 11:00 AM
End: Thu 5/25/2023 12:00 PM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer: Ginnett, Donna

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

Hello,

A Final Inspection, of the **Burlington HES 5000 (18)** project, has been scheduled for:

Day/Date: **Thursday, May 25, 2023**

Time: **11:00 A.M.**

Location: **Onsite**

Resident Engineer: **Josh Hulett**
Prime Contractor: **S. D. Ireland Brothers Corporation**
Regional Construction Engineer: **Doug Bonneau**

Location & Description of the Project:

BURLINGTON HES 5000 (18) - LOCATED IN THE CITY OF BURLINGTON AT THE INTERSECTION OF US ROUTE 7 (MM 1.195) AND ALT US ROUTE 7 (MM 0.000), STARTING AT US ROUTE 7 MM 1.085 AND ENDING AT MM 1.275 AND ALT US ROUTE 7 MM 0.100.

WORK TO BE PERFORMED UNDER THIS PROJECT INCLUDES CONSTRUCTION OF A NEW ROUNDABOUT, MINOR REALIGNMENT OF THE APPROACHES, AND NEW LANDSCAPING, PEDESTRIAN AND BICYCLE FACILITIES, STREET LIGHTING, AND DRAINAGE.

Thank you,

Donna Ginnett | Northwest Administrative Services Coordinator
Construction & Materials Bureau | Highway Division
Vermont Agency of Transportation
189 Troy Ave | Colchester, VT 05446
802-595-2464 phone | donna.ginnett@vermont.gov
vtrans.vermont.gov



FOR INFORMATION ONLY

2023.05.15.15

Lori Olberg

From: Lani Ravin <Lani.Ravin@uvm.edu>
Sent: Monday, May 15, 2023 12:29 PM
To: Lisa Kingsbury (she/her); NRB - Act250 Essex; kaitlin.hayes@vermont.gov; Lisa McNaney; burlingtontownclerk; Lori Olberg; Andrew Montroll; permitting@ccrpcvt.org; ANR - Act 250; barry.murphy@vermont.gov; psd.vtdps@vermont.gov; aot.act250@vermont.gov; agr.act250@vermont.gov; Dillon, Scott; Duggan, James; ACCD - Project Review; Karen Paul
Subject: Re: E-CoS Regarding Monthly Information for LUP 4C1043-1A for May 2023
Attachments: 230509_0511_may_ACT250_LotCount.pdf; CoS UVM LUP 4C1043-1A 2023.05.15.pdf

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

I hereby certify that I, Lani Ravin, Associate Planner, at the University of Vermont & State Agricultural College, sent a copy of documents, dated May 15, 2023, for the University of Vermont, regarding LUP# 4C1043-1A, regarding temporary suspension of a 200 space off-campus parking lot, by electronic mail to those with email addresses as indicated above.

Lani Ravin, AICP
Associate Planner
Planning, Design & Construction
University of Vermont
email: Lani.Ravin@uvm.edu
Phone: (802) 656-3217
Fax: (802) 656-8895
31 Spear Street Marsh Hall Suite 10
Burlington, VT 05405

Resolution Relating to

AUTHORIZATION TO SUBMIT 2023 BURLINGTON ONE-YEAR ACTION PLAN

RESOLUTION_____

Sponsor(s): Community Development and Neighborhood Revitalization
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, Burlington, Vermont (the “City”) is eligible to participate in the Federal Department of
2 Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME
3 Investment Partnership Programs (HOME) as an entitlement jurisdiction; and
4 WHEREAS, the City of Burlington is required by HUD to adopt a Consolidated Plan and One-Year
5 Action Plan as part of the federal requirements for these two formula grant programs; and
6 WHEREAS, the City’s 2018-2022 Consolidated Action Plan, contains a housing and community
7 development needs assessment; a survey of available resources; and a five-year strategy that specifies
8 achievable housing and community development goals and programs; and
9 WHEREAS, the City of Burlington adopted the 2018-2022 Consolidated Plan for Housing and
10 Community Development in June 2018 as federally required by HUD; and
11 WHEREAS, the City has prepared a one-year action plan (Annual Action Plan) that is reflective of the
12 2018-2022 Consolidated Action Plan; and
13 WHEREAS, the 2023 Annual Action Plan establishes a one-year program in compliance with HUD
14 funding allocations and requirements; and
15 WHEREAS, citizen participation leading to the development of the One-Year Action Plan included
16 workshops; public meetings; consultation with community and state agencies; and a Citizen Advisory Board
17 which made recommendations on the allocation of 2023 CDBG funds for sub-grantees; and
18 WHEREAS, the 30-day comment period on the 2023 One-Year Action Plan was held from April 26,
19 2023 through June 5, 2023; and
20 WHEREAS, notice of the proposed Plan was circulated in April by notice published in Seven Days, a
21 weekly newspaper, and online on the website of the Community & Economic Development Office, and by e-
22 mail notice to all City Councilors, to the CDBG mailing list, to the CDBG Advisory Board, to the Continuum
23 Care mailing list, and to city residents via social media; and
24 WHEREAS, the recommendations of the Citizen Advisory Board together with a proposed 2023 One-
25 Year Action Plan was published for public comment on April 26, 2023; and

WHEREAS, notice of the recommendations of Citizen Advisory Board and of the proposed 2023 One-Year Action Plan was circulated to all applicants and by notice published in Seven Days and online on the website of the Community & Economic Development Office; and

WHEREAS, a duly warned public hearing was held on May 15th, 2023 to receive further input; herein;

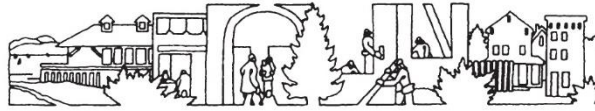
NOW, THEREFORE, BE IT RESOLVED that City Council hereby adopts the 2023 One-Year Action Plan; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger is hereby authorized to sign on behalf of the City of Burlington the application for CDBG and HOME funding which accompanies this 2023 One-Year Action Plan, and any and all documents deemed necessary to accept and disperse such Department of Housing and Urban Development grant funds, subject to the review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council hereby approves the expenditure of 2023 Community Development Block Grant Entitlement and HOME funds as described in the 2023 One-Year Action Plan.

CC/JP/Resolutions 2023/AUTHORIZATION TO SUBMIT 2023 BURLINGTON ONE-YEAR ACTION PLAN

May 18, 2023



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Mayor Miro Weinberger, Board of Finance and City Council
FROM: Christine Curtis, Community Development Specialist, CEDO
DATE: May 30, 2023 and June 5, 2023
RE: Approval of Community Development Block Grant and HOME Investment Partnerships
Proposed Allocations for the 2023 Action Plan for Housing & Community Development

The Community & Economic Development Office (CEDO) is seeking approval of the City's 2023 One-Year Action Plan for Housing & Community Development (Action Plan) for the planning and allocation of federal funds from Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other U.S. Department of Housing and Urban Development (HUD) administered programs. Pending final HUD approval, the City is expecting to receive \$733,763 in CDBG entitlement funds and \$413,934 in new HOME funds to support housing, community and economic development activities for the 2023 program year (July 1, 2023 – June 30, 2024). A breakdown of the funding recommendations can be found below and in the Executive Summary attachment which includes carryover funds for both the CDBG and HOME programs.

The funding recommendations and draft 2023 Action Plan were subject to a Public Hearing to solicit input on Burlington's housing and community development needs at the May 15, 2023 City Council meeting. Public comments on the Action Plan will also be accepted through June 5, 2023 via email at ccurtis@burlingtonvt.gov. The Action Plan is due to HUD by June 30, 2023 to meet the federal deadline for the City.

The proposed subrecipient allocations for the City's 2023 CDBG funds were recommended by the CDBG Citizen Advisory Board. The Advisory Board includes a seat for a representative from each of the city's eight wards (selected by the Neighborhood Planning Assemblies), Mayoral appointees, and one seat filled by the State of Vermont. CEDO's leadership, with the support of the Mayor, makes CDBG funding recommendations for programs administered by CEDO staff and other City departments. All funding recommendations are outlined below.

MOTIONS:

Board of Finance Motion (5/30/23):

To approve and recommend that the City Council approve the attached resolution relating to the Authorization to submit the 2023 Burlington One-Year Action Plan and direct the Mayor or his designee to sign the accompanying documents for submittal to HUD.

City Council Motion (6/5/23):

To waive the reading and adopt the attached resolution related to the Authorization to submit the 2023 Burlington One-Year Action Plan and direct the Mayor or his designee to sign the accompanying documents for submittal to HUD.

2023 CDBG – Public Service Awards

<u>Organization</u>	<u>Program Name</u>	<u>Awards for 2023 Action Plan</u>	<u>Program summary</u>	<u># of Beneficiaries served (projected)</u>
Pathways	Housing First Services in Chitt. County	\$30,000	permanent housing placement services for individuals with histories of homelessness	88 persons
ReSOURCE	ReSOURCE Construction Trades Training	\$15,000	instruction and resources needed to become skilled tradespersons	12 persons
Vermonters for Criminal Justice Reform (VCJR)	VCJR Re-Entry and Recovery Center with Contingency Management	\$20,000	overdose prevention, recovery, and other supportive services for people living with substance use disorders	240 persons
Steps to End Domestic Violence	Safe Tonight	\$22,500	emergency housing and support services for adults and children fleeing domestic violence	475 persons
CVOEO	Volunteer Income Tax Assistance (VITA)	\$12,500	free tax preparation and electronic filing services for LMI households	600 households
Lund	Lund's Early Childhood Education Program	\$10,064	childcare services and resources for vulnerable children and families	26 persons
CEDO	Personal Care Assistant (PCA) Plus Workforce Training Program	\$25,548	PCA job training for low- income and BIPOC individuals	60 persons

2023 CDBG - Development Awards

<u>Organization</u>	<u>Program Name</u>	<u>Awards for 2023 Action Plan</u>	<u>Program summary</u>	<u># of Beneficiaries served (projected)</u>
COTS	St. John's Hall Renovation	\$87,596	porch, roof, and window repair	19 households
Winooski Valley Park District	Ethan Allen Homestead Renovation	\$43,000	Museum Barn and Allen House renovation	city-wide (59.75% low-mod)
Mercy Connections	Small Business Equity Project	\$65,000	entrepreneurial education for small businesses with a focus on women and BIPOC individuals	37 persons
CVOEO	Micro Business Development Program	\$61,350	classes and TA for LMI micro businesses	80 persons
Champlain Housing Trust (CHT)	Housing Initiatives Program (HIP)	\$70,000	assisting homeowners with emergency home repairs and access modifications	10 households
Business & Workforce Development	Microenterprise TA	\$50,000	TA for entrepreneurs and small businesses	25 persons
CEDO	Moran FRAME	\$100,000	construction of pedestrian paths and new bathroom facilities	city-wide (59.75% low-mod)
CEDO	CDBG Administration	\$146,753	implement City planning efforts; administer community and economic development programs	N/A

2023 HOME Awards

HOME M23 Project Category	Subtotal	Item	Amount
Affordable Housing	\$643,916	Affordable Housing Projects	\$561,130
		15% CHDO Set-Aside	\$62,090
		5% CHDO Operating	\$20,696
Admin and Planning	\$41,393	HOME Administration	\$41,393

AP-05 Executive Summary Attachment

CDBG ENT23 Project Category	Organization	Program Name	Awards for 2023 Action Plan
Public Service	Pathways	Housing First Services in Chitt. County	\$30,000
	ReSOURCE	ReSOURCE Construction Trades Training	\$15,000
	Vermonters for Criminal Justice Reform (VCJR)	VCJR Re-Entry and Recovery Center with Contingency Management	\$20,000
	Steps to End Domestic Violence	Safe Tonight	\$22,500
	CVOEO	Volunteer Income Tax Assistance (VITA)	\$12,500
	Lund	Lund's Early Childhood Education Program	\$10,064
	CEDO	Personal Care Assistant (PCA) Plus Workforce Training Program	\$25,548
Development	COTS	St. John's Hall Renovation	\$87,596
	Winooski Valley Park District	Ethan Allen Homestead Renovation	\$43,000
	Mercy Connections	Small Business Equity Project	\$65,000
	CVOEO	Micro Business Development Program	\$61,350
	Champlain Housing Trust (CHT)	Housing Initiatives Program (HIP)	\$70,000
	Business & Workforce Development	Microenterprise TA	\$50,000
	CEDO	Moran FRAME	\$100,000
Admin and Planning	CEDO	CDBG Administration	\$146,753

*funded with ENT20 carryover funds

ENT23 CDBG Allocation: \$733,763
 ENT20 CDBG carryover: \$25,548
 Total CDBG funds for 2023: \$759,311

PS Total: \$110,064 *capped at 15% of 2023 allocation
 ENT20 carryover: \$25,548 *awarded to PS project to prevent, prepare for, and respond to coronavirus
 Development Total: \$476,946
 Admin Total: \$146,753 *capped at 20% of 2023 allocation
 2023 CDBG Total: \$759,311

HOME ENT23 Project Category	Subtotal	Item	Amount
Affordable Housing	\$643,916	Affordable Housing Projects	\$561,130
		15% CHDO Set-Aside	\$62,090
		5% CHDO Operating	\$20,696
Admin and Planning	\$41,393	HOME Administration	\$41,393

ENT23 HOME Allocation: \$413,934
 HOME carryover: \$271,375
 Total HOME funds for 2023: \$685,309

ENT23 Project Total: \$289,755
 HOME project carryover: \$271,375
 CHDO Total: \$82,786 *calculated from 2023 Allocation
 Admin Total: \$41,393 *capped at 10% of 2023 Allocation
 2023 HOME Total: \$685,309

2023 Action Plan for Housing & Community Development
City of Burlington, Vermont



Prepared by Christine Curtis
Community & Economic Development Office
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This document is available upon request in alternative format for persons with disabilities.

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2023 Action Plan explains how the City plans to spend the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds that the City receives from the U.S. Department of Housing & Urban Development (HUD), together with other leveraged resources, during the upcoming program year beginning on July 1, 2023. The national CDBG program is a principal revenue source to grow local communities and improve the quality of lives for low- and moderate- income residents. The HOME program is designed to create affordable housing for low-income households through building, buying, and/or rehabilitating housing for rent or homeownership.

The overall goal of these community planning and development programs is to develop viable communities by providing decent housing, expanded economic opportunities, and a suitable living environment, principally for low- and moderate-income persons. HUD administers these programs on a national basis and awards grants to entitlement communities and participating jurisdictions – including the City of Burlington – each year on a formula basis. The City in turn awards grants and loans to local nonprofits as well as providing direct services to residents and businesses through several CDBG-funded programs.

2. Summarize the objectives and outcomes identified in the Plan

Affordable housing continues to be the City's highest overall priority under this Consolidated Plan. Cost of housing, age of the housing stock, and a low vacancy rate are three significant factors that contribute to the need for affordable housing in Burlington. The following initiatives are on the City's housing agenda during this 5-year Consolidated Plan: preserving as many affordable units as possible; creating new affordable units, renovating rental and owner-occupied affordable housing, and promoting homeownership among income-qualified households. The City views investment of CDBG funds into activities that help residents to become and/or remain housed and living independently as an effective investment.

Economic opportunity is the City's next highest priority. As the state's largest city, Burlington must continue to be an economic engine for the region and state. The City uses CDBG funding to focus on job creation and retention through technical assistance for businesses, and to support low-income residents in business ownership through entrepreneurial training and loans. These effective and cost-efficient uses of CDBG resources create and retain businesses

and jobs, leverage other resources, increase tax revenues to support City services, support local ownership, and revitalize neighborhoods.

The City has also historically used CDBG to address barriers to economic opportunity. Access to affordable, quality early child care is one example; this is an identified community priority and an activity with multiple long-term impacts including: the ability of parents to get and keep a job, children's success in school, reduction of public safety costs, and ultimately the quality of the local workforce. In addition, low income persons need assistance in filing tax returns and developing financial literacy. The City chooses to be flexible in its funding choices in this area in order to respond to shifting needs and resources, emerging opportunities and crises, and changing economic conditions.

A suitable living environment is the City's third priority overall. The City has a limited capacity to fund social services out of municipal resources, and has historically used the maximum (15%) available CDBG resources to support the provision of social services by local nonprofits. The City also uses CDBG to support public facilities and infrastructure, as well as nonprofit facilities, where there is support for the project and no other resources.

3. Evaluation of past performance

The City continues to focus its CDBG and HOME dollars on high priority activities, primarily comprised of housing, economic development, and suitable living environment projects. Burlington continues to focus essentially all expenditures to assist low and moderate-income persons, as a result approximately 99% of CDBG beneficiaries fall in the low to moderate income category.

Below are the City's most recent highlights of past performance that contributed to the selection and focus of this year's goals and projects.

Highlights of Outcomes

The City's highest priority under its Consolidated Plan is affordable housing. Highlights include:

- In January 2021, the City of Burlington's Lead Program received \$3,566,466.80 in lead hazard control funds and \$530,000 in healthy homes supplemental funding to reduce other health hazards such as asbestos, tripping, and inoperable windows found in homes. During the reporting period of July 1, 2021 – June 30, 2022, the Lead Program completed testing for Lead-Based Paint hazards in 51 housing units, performed Lead Hazard Control activities in 10 rental housing unit, performed Healthy Home

interventions in 10 rental housing units, trained 99 individuals on the VT Essential Maintenance Practices Lead Law (EMP), trained 5 individuals on the EPA Renovate, Repair and Painting (RRP) Rule, and conducted 12 Outreach and Education events that reached over 460 individuals.

- HOME projects were completed during the program year, with 33 new or preserved affordable housing units.
- Pathways Vermont served 42 individuals experiencing homelessness by providing a variety of housing support services including service coordination, housing location services, retention supports, benefits coordination, and mental health and substance use services.
- Through CDBG-funded partners, 9 households achieved the goal of homeownership.
- Rehabilitation of 2 owner-occupied units was completed enabling low income households to stay in their homes.

Economic opportunity is the City's next overall priority. Highlights include:

- CEDO and CDBG funded partners provided technical assistance to 97 microenterprises.
- In order meet the needs of working families, early childhood services were provided at three sites. The ECHO Early Learning Center site served 96 persons, while the Lund Early Childhood Program served 39, and the Sara Holbrook Center Elementary After School Program served 63.
- The Volunteer Income Tax Assistance (VITA) program served 659 Burlington residents, providing tax preparation and other income tax related assistance.
- CDBG-funded partner, ReSOURCE of Burlington provided job training assistance for 7 low- income Burlington residents.

A suitable living environment is the City's third priority. Highlights include:

- CDBG-funded agency Steps to End Domestic Violence, provided emergency shelter and services to over 299 homeless residents.
- Development work, including site work and construction, continued at the Moran – FRAME project.

4. Summary of Citizen Participation Process and consultation process

The Community & Economic Development Office is the lead agency responsible for overseeing the development of the Action Plan and for administering the CDBG and HOME programs. The Citizen Participation Plan was followed for the development of this Plan. A Public hearing was held on May 15th 2023 at a City Council meeting. The hearing was published in a local paper. Organizations were consulted, including the Continuum of Care.

The most meaningful way in which Burlington residents participate in the Action Plan process is their involvement in the nuts and bolts of spending decisions. Each of the City's eight wards (Neighborhood Planning Assemblies) elects a representative to the CDBG Advisory Board; and collectively, those residents have a majority voice in making recommendations to the Mayor about how to spend the City's CDBG funding each year. The NPAs are grassroots associations, created by City Charter, which exist in each of the City's wards and meet monthly as organized, democratic forums where neighbors can learn about public issues that affect them and advise city government of their concerns and needs. The Board's recommendations have traditionally been adopted without change by the Mayor and City Council.

The City engaged in alternative public involvement techniques during the development of this Plan. The Plan was posted on the City's website and citizens were invited to comment via social media and email lists.

The public comment period will begin on April 26th, 2023 and end on June 5th, 2023.

5. Summary of public comments

TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD

7. Summary

To summarize, the following document represents the housing, community and economic development needs and priorities as well as the chosen projects and activities to implement for the City of Burlington's 2023 Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Burlington, VT	Community & Economic Development Office
HOME Administrator	Burlington, VT	Community & Economic Development Office

Table 1 – Responsible Agencies

Narrative (optional)

The Community & Economic Development Office (CEDO) is a department of the City of Burlington. The department engages our community to build an equitable, healthy, safe, and vibrant city with opportunities for all. CEDO staff members and programs seek to foster economic vitality; preserve and enhance neighborhoods, quality of life, and the environment; and promote equity and opportunity for all residents of Burlington. In support of its mission, CEDO works in partnership with citizens, the public and private sector, and other City departments to: strengthen the quality of life in Burlington's neighborhoods; preserve and develop decent, safe and affordable housing opportunities; maintain and improve the vitality of Downtown, the Pine Street area and neighborhood business districts; encourage a thriving business sector; foster job growth and employment opportunities; increase civic engagement and citizen participation; support the delivery of human services; and revitalize Burlington's waterfront.

CEDO is funded through various grant and municipal sources, including Federal and State grants, the Housing Trust Fund and a portion of General Fund dollars. CEDO divisions include: Grants and Finance, Community Works, Initiative to End Homelessness, Opportunities and Engagement, and the Community Justice Center. In addition, CEDO has administrative/fiscal staff.

Consolidated Plan Public Contact Information

Christine Curtis

Community Development Specialist

CEDO

149 Church Street Room 32

Burlington, VT 05401

ccurtis@burlingtonvt.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Since 1983, the City has dedicated much of its housing and community development resources to supporting a network of nonprofit organizations to act as partners in producing & preserving affordable housing and protecting the City's most vulnerable residents. This nonprofit infrastructure functions as the principal housing & social services delivery system to help the City move towards its housing goals and alleviating poverty.

Collaboration begins with a focus on assembling the right people or agencies at the table, clearly defining roles and responsibilities, sharing a common mission, and developing good communication. This basic collective impact model has been effective for current collaborations.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Burlington consults with numerous organizations in the development of the 5 Year Consolidated Plan, the Assessment of Fair Housing, and the Action Plan. The process includes formal and informal meetings, surveys, discussions, and focus groups. The process of developing the Assessment of Fair Housing began in 2017 with a housing and neighborhood survey; the City received over 700 responses. The City also met with over 23 agencies, all of the Neighborhood Planning Assemblies, service beneficiaries, and residents in Burlington Housing Authority units. Over 2,400 postcards, in 3 different languages, were mailed to all residents of Burlington Housing Authority. This extensive outreach informed the strategic goals of both the Assessment of Fair Housing and the current 5-year Con Plan (2018-2023).

The Chittenden County Homeless Alliance (CCHA) continues to develop a common agenda and embrace several best practices including using a common assessment tool for Coordinated Entry, prioritizing those units for the most vulnerable, implementing a community wait list, and using a shared information management system with the Balance of State. Burlington's homelessness and non-profit housing providers continue to meet monthly with stakeholders including Champlain Housing Trust, Agency of Human

Services, Community Health Centers of Burlington (CHCB), Howard Center, Steps to End Domestic Violence, Spectrum, and Veterans organizations to coordinate housing and supportive services for those experiencing homelessness and other low-income residents.

Collaboration between the City and Burlington's non-profit and government partners, already robust, expanded significantly in response to the COVID-19 pandemic and that collaboration continues into 2023. The City is currently supporting a Burlington Aging Council, which was established to create an Action Plan for an Age-Friendly City and to provide policy input to the Burlington administration.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Chittenden County Homeless Alliance (CCHA) consists of a consortium of nonprofit organizations, local businesses, and local/state/federal agencies in the greater Burlington metropolitan area, with the City of Burlington's Community & Economic Development Office (CEDO) serving as the Collaborative Applicant, Co-Chair of the Steering Committee, Strategic Planning, Point-in-Time (PIT) count, Data Quality, and Membership and Outreach Committees. Each Committee of the Alliance holds monthly meetings of its steering committee and sub-committees and supports coordination of services for families, youth, and single adults who are experiencing homelessness. Coordination between the agencies is enhanced with member participation on both the steering committee and sub-committee levels.

The Continuum of Care (CoC) coordinates the implementation of a housing and service system (from outreach to housing to services) that meet the needs of individuals and families experiencing homelessness. Street outreach teams, Vermont 211, and daytime shelter all serve to connect with those experiencing homelessness and identify services/needs, including housing placement. Housing providers work to rapidly re-house, stabilize, or provide housing as quickly as possible, while supportive service agencies provide case management and additional services. Providers serve the chronically homeless, families with children, veterans, unaccompanied youth, and those at risk of homelessness.

Member agencies work together to meet the needs of those chronically homeless, and recent efforts include an improved system of outreach, prioritization of resources, and coordinated entry along with increased permanent supportive housing options for chronic homeless and support services. An emphasis includes housing retention (with services and case management) due to a low vacancy rate in this jurisdiction. Agencies work with local landlords to reduce the barriers of renting to those chronically homeless.

The CoC providers work to identify, move into stable housing, and provide essential services for households with children experiencing homelessness as well as develops partnerships with private and public housing providers to ensure access to housing units. Each CoC program that serves children has children's advocates or specially trained staff to ensure that the children's need for safety, nurturing, education, and stability are met.

The CoC partners with local, state, and federal organizations to combat homelessness among veterans and continues to prioritize bringing veterans homelessness to functional zero through coordinated entry. Outreach has increased to veterans at shelters. Previously un-identified veterans were enrolled in VA care and many are now housed through VA housing programs.

A continuum partner provides emergency services to youth ages 16-22 who have run away, are homeless, or at risk of homelessness. Supported housing includes emergency shelter and transitional housing for youth who have left foster care and are homeless. Youth are provided with individual/family counseling, mental health/substance abuse assessment and treatment, case management, medical services, educational planning, employment support, life skills, jobs training, and mentoring. Another local program provides job and life skills training to at-risk youth while helping them complete their high school education.

CDBG funds have been targeted to address emerging needs identified through the CoC. Public Service funds were used to fund housing navigation for permanent supportive housing programs.

The CoC works in consultation with Built for Zero, a national initiative to support communities with achieving Functional Zero through improved systems coordination, reliance on quality data, and learning from other communities with racial equity at the center of this work.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG funding allocations are made by the State of Vermont. Several state offices, including the Office of Economic Opportunity which administers ESG participate actively in the CoC and its numerous committees, including strategic planning and coordinated entry. VT's Emergency Solutions Grant funds are blended with state funds and administered under the Housing Opportunity Grant Program. Funding decisions are based on thorough knowledge of this Continuum's operations and priorities, with an emphasis on how best to realize value for investment. The State solicits specific feedback from the CoCs and stakeholders through presentations, discussions, and surveys regarding priorities and how to allocate ESG funds to eligible activities as well provide an annual review of funding priorities and performance.

The Chittenden County Homeless Alliance has developed a single HMIS with the Vermont Balance of State including joint governance, policies and procedures. One of our CoC-funded projects supports the HMIS lead of the Institute of Community Alliances. The Alliance members use BitFocus/Clarity HMIS and the CoC will utilize reports and information for strategic planning.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CHAMPLAIN VALLEY OFFICE OF ECONOMIC OPPORTUNITY
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Education Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Anti-poverty Strategy Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This Agency was consulted on needs, progress, and upcoming goals.
2	Agency/Group/Organization	COMMITTEE ON TEMPORARY SHELTER
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted on needs, progress, and upcoming goals.
3	Agency/Group/Organization	CHAMPLAIN HOUSING TRUST
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted on needs, progress, and upcoming goals.
4	Agency/Group/Organization	Vermont Agency of Human Services

	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Strategy coordination of funds and services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was involved in the review of potential CDBG projects and consulted on upcoming goals and strategies.
5	Agency/Group/Organization	Continuum of Care
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Members of the Continuum were consulted to update homeless progress, strategies, and goals. They were also consulted to review and comment on the Plan.
6	Agency/Group/Organization	BURLINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs HOPWA Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted for the needs assessment, market analysis, and status of public housing programs.
---	--

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies not consulted in our process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CEDO	The goals to prevent homelessness, rapidly re-house the homeless, provide for basic needs, increase permanent housing overlap with our Strategic Plan goals to preserve affordable housing units, increase permanent supportive housing beds, protect the vulnerable through public services to the homeless and anti-poverty strategies.
planBTV	City of Burlington-Planning Department	The goals of economic development and increasing housing options overlap with planBTV's goals and recommendations for the City of Burlington and the downtown/waterfront areas.
ECOS	Chittenden Regional Planning Commission	There is a coordination with regional transportation and CEDS (Comprehensive Economic Development Strategy) for the City and then the County as a whole.
Housing Action Plan	CEDO	The goals of the Housing Action Plan are incorporated in the strategic plans for affordable housing and addressing the barriers to housing across the economic spectrum.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Continuum partners include agencies representing health which include the University of Vermont Medical Center and Community Health Centers of Burlington; agencies representing mental health and youth facilities (Howard Center and Spectrum); economic services, temporary assistance and food stamps (AHS – Economic Services). Other divisions within City Government include victim services, lead program, and housing services. Additionally, the private sector enhances the City's community development and housing efforts. Architects, engineers and attorneys assist nonprofit developers by providing skills and services to implement housing projects. Burlington's banks have responded to a changing market and changing obligations under the federal Community Reinvestment Act by finding a number of innovative ways of support new housing models, housing organizations, and approaches to affordable housing production. Local lenders also support neighborhood revitalization and small business development, financial education, and free tax preparation services for low-income taxpayers. The Burlington business community has been actively represented on most community advisory committees. They have provided resources and opportunities for residents to improve their quality of life.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

A public hearing was held in September 2022 to review the achievements published in the Consolidated Annual Performance and Evaluation Report (CAPER) and also hear any citizen input on housing and community development needs for the City. A notice about the availability of funds was published online and in Seven Days in the beginning of December of 2022 and a direct email notice provided to over 100 nonprofits, City departments and residents about the funding. An informational workshop was held for applicants. All applications are published online on the City of Burlington's website. The CDBG Advisory Board held three meetings in January 2023 – March 2023 to review all applications; the Board is comprised of representatives from the local Neighborhood Planning Assemblies, Mayoral selections, and representatives of state agencies. These citizens make the recommendations on how to spend CDBG funds locally, and these recommendations are conveyed to the Mayor and City Council. These recommendations are the foundation for the Action Plan. The recommendations of the Advisory Board are published online along with the draft Action Plan. An advertised public hearing was held on May 15th, 2023 on housing and community development needs in the City, the Advisory Board recommendations, and the draft 2023 Action Plan. The Plan was available for public comment for 30 days with outreach on social media (Facebook and Twitter) and the City of Burlington's website. These numerous efforts were made to broaden citizen participation in the City.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	In September 2022, the City held a Public Hearing in regards to the use of CDBG funds and the accomplishments. City Staff and members of the public were present.	A member from CHT asked about ongoing programmatic assistance for certain organizations and made a correction to a CHT ownership item described in the document.		
2	Newspaper Ad	Non-targeted/broad community	Notice of funding availability for the 2023 CDBG Action Plan was advertised on December 7, 2022 in the Seven Days paper to the general public.			
3	Public Meeting	Nonprofits & potential sub-grantees	One workshop was held for potential sub-grantees on December 15,			

			2022 to offer technical assistance. Approximately 30 people attended from a variety of nonprofits.			
4	Internet Outreach	Non-targeted/broad community	The applications for CDBG funding were placed on the CEDO/City of Burlington website. The applications remain available for view online.			https://www.burlingtonvt.gov/CEDO
5	Newspaper Ad	Non-targeted/broad community	An ad was placed in Seven Days newspaper on April 26 th , 2023 as a legal notice for the public hearing on May 15 th , 2023 for the public comment period for the 2023 Action Plan.			

6	Internet Outreach	Non-targeted/broad community	The 2023 Action Plan was published online on the CEDO/City of Burlington website during the public comment period. Over 100 individuals and nonprofits, in addition to the CoC, received an email link to the Plan.			https://www.burlingtonvt.gov/CEDO
7	Public Hearing	Non-targeted/broad community	A public hearing was held on May 15 th , 2023. Attendance included members of the City Council and City Staff as well as members of the public.	TBD	TBD	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$733,763	\$0	\$25,548	\$759,311	\$0	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$413,934	\$0	\$271,375	\$685,309	\$0	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City anticipates \$23 million in housing resources for Section 8 and Housing Choice Vouchers, and approximately \$1.2 million (\$6 million over 5 years) in McKinney-Vento Homeless Assistance Act will be available to address needs and objectives identified in the Plan. While these are not resources that the City receives or controls, they provide a critical contribution to reaching the City's Action Plan goals. The City has also committed \$3 million in ARPA funds for housing activities. Furthermore, the City is implementing a \$3.6 million Healthy Homes Lead Grant covering the period of January 2021 through July 2024.

Overall, the City expects to leverage over \$30 million in state, local, private and other federal resources for its CDBG- and HOME-funded activities. These are funds that the City and its subgrantees expect to raise for their budgeted activities as well as funds that the City expects outside entities to invest in development activities.

The City will meet or exceed the requirement that "contributions must total not less than 25% of funds drawn from the jurisdiction's HOME Investment Trust Fund Treasury account in that fiscal year," excluding funds drawn for administrative and planning costs pursuant to 24 CFR 92.207. Sources of matching funds include, but are not limited to, the Vermont Housing & Conservation Trust Fund, the Burlington Housing Trust Fund, waiver of impact fees, and Burlington Electric Department energy efficiency grants to affordable housing projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is no City owned land or property that is appropriate to be used to address the needs identified in the Plan

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	DH 1.1 Protect the Vulnerable - New Perm Supp Hous	2018	2023	Affordable Housing Homeless	City-Wide	AFH - Increase Affordable Housing Opportunities	CDBG: \$0 HOME: \$0	Housing for Homeless added: 0
2	DH1.2 Protect the Vulnerable New Special Need Hsng	2018	2023	Affordable Housing Non-Homeless Special Needs	City-Wide	AFH - Increase Affordable Housing Opportunities	CDBG: \$0 HOME: \$0	Rental units constructed: 0
3	DH 2.1 Acquire/Rehab - Rental or Owner Units	2018	2023	Affordable Housing	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Maintain or Preserve Affordable Housing	CDBG: \$157,596 HOME: \$0	Homeowner Housing Rehabilitated: 10 Household Housing Unit Rental Units Rehabilitated: 19 Household Housing Unit
4	DH 1.3 Create New Affordable Housing	2018	2023	Affordable Housing	City-Wide	AFH - Increase Affordable Housing Opportunities	CDBG: \$0 HOME: \$643,916	Rental units constructed: 2 Household Housing Unit
5	DH 1.4 Promote new homeownership buyer assist	2018	2023	Affordable Housing	City-Wide	AFH -Housing Resources to LMI residents, homeowner	CDBG: \$0 HOME: \$0	Direct Financial Assistance to Homebuyers: 0

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	DH 2.2 Protect the Vulnerable - Lead Hazard	2018	2023	Affordable Housing	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Maintain or Preserve Affordable Housing AFH -Housing Resources to LMI residents, homeowner	CDBG: \$0 HOME: \$0	Rental units rehabilitated: 0 Homeowner Housing Rehabilitated: 0
7	DH 3.1 Protect the Vulnerable Hsng Retention Svcs	2018	2023	Affordable Housing Homeless Non-Homeless Special Needs	City-Wide	AFH - Maintain or Preserve Affordable Housing AFH -Housing Resources to LMI residents, homeowner	CDBG: \$0 HOME: \$0	Public service activities for Low/Moderate Income Housing Benefit: 0
8	EO 1.1 Support Microenterprises	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Increase Employment/Economic Opportunities	CDBG: \$176,350 HOME: \$0	Businesses assisted: 142 Businesses Assisted
9	EO 1.2 Retain/Create Jobs	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Increase Employment/Economic Opportunities	CDBG: \$0 HOME: \$0	Jobs created/retained: 0
10	EO 1.3 Reduce Economic Barriers - Early Childhood	2018	2023	Non-Housing Community Development	City-Wide	Reduce Barriers to Economic Opportunities	CDBG: \$10,064 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 26 Persons Assisted
11	EO 1.4 Reduce Economic Barriers - Access Resources	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	Reduce Barriers to Economic Opportunities	CDBG: \$53,048 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 672 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	SL 1.1 Provide Public Services Homeless	2018	2023	Homeless	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH -Housing Resources to LMI residents, homeowner Provide Public Services to At Risk Population Protect the Vulnerable	CDBG: \$52,500 HOME: \$0	Public service activities for Low/Moderate Income Housing Benefit: 88 Households Assisted Homeless Person Overnight Shelter: 475 Persons Assisted
13	SL 1.2 Provide Public Services	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA	Provide Public Services to At Risk Population Protect the Vulnerable	CDBG: \$20,000 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 240 Persons Assisted
14	SL 1.3 Improve Public Facilities & Infrastructure	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	Improve Public Facilities or Infrastructure	CDBG: \$143,000 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 35,530 Persons Assisted
15	SL 1.4 Remediation of Brownfields	2018	2023	Affordable Housing Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	Clean-up of Contaminated Sites	CDBG: \$0 HOME: \$0	Brownfield acres remediated: 0
16	Planning and Administration	2018	2023	Planning, Administration, Fair Housing		Planning and Administration	CDBG: \$146,753 HOME: \$41,393	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	DH 1.1 Protect the Vulnerable - New Perm Supp Hous
	Goal Description	During this Action Plan, no new awards were made.
2	Goal Name	DH1.2 Protect the Vulnerable New Special Need Hsng
	Goal Description	During this Action Plan, no new awards were made.
3	Goal Name	DH 2.1 Acquire/Rehab - Rental or Owner Units
	Goal Description	During this Action Plan CDBG funds will be used for CHT's Housing Initiatives Program (HIP) assisting 10 homeowners. CDBG funds will also be used to rehabilitate St. John's Hall operated by COTS and will benefit 19 rental unit households.
4	Goal Name	DH 1.3 Create New Affordable Housing
	Goal Description	During this Action Plan HOME funds will be used for the construction of 2 new affordable housing units.
5	Goal Name	DH 1.4 Promote new homeownership buyer assist
	Goal Description	During this Action Plan, no new awards were made.
6	Goal Name	DH 2.2 Protect the Vulnerable - Lead Hazard
	Goal Description	Although no CDBG funds will be allocated during this Action Plan, 57 homeowner and rental units will receive lead hazard reduction services through the 2021 Lead-Based Paint Hazard Control grant.
7	Goal Name	DH 3.1 Protect the Vulnerable Hsng Retention Svcs
	Goal Description	During this Action Plan, no new awards were made.
8	Goal Name	EO 1.1 Support Microenterprises
	Goal Description	During this Action Plan the City will allocate CDBG funds to two microenterprise programs, CVOEO-Micro Business Development Program and Mercy Connections-Small Business Equity Project, with a focus on women, and other micro businesses. The City of Burlington will also deliver technical assistance to micro enterprises.

9	Goal Name	EO 1.2 Retain/Create Jobs
	Goal Description	During this Action Plan, no new awards were made.
10	Goal Name	EO 1.3 Reduce Economic Barriers - Early Childhood
	Goal Description	During this Action Plan the City will allocate CDBG funds to Lund-Early Childhood Education Program with a focus on supporting vulnerable children and families.
11	Goal Name	EO 1.4 Reduce Economic Barriers - Access Resources
	Goal Description	During this Action Plan CDBG funds have been allocated to two workforce development program, ReSource's-Construction Trades Training, and a Personal Care Assistant Plus Workforce Training Program that will be administered by CEDO. CDBG funds will also be used for CVOEO's-Volunteer Income Tax Assistance program in efforts to reduce barriers to economic resources and opportunities.
12	Goal Name	SL 1.1 Provide Public Services Homeless
	Goal Description	During this Action Plan CDBG funds have been allocated to Steps to End Domestic Violence-Safe Tonight which provides services and shelter to survivors of domestic violence, and to Pathways-Housing First Services in Chittenden County which provides permanent housing placement and Housing First case management services for persons experiencing homelessness.
13	Goal Name	SL 1.2 Provide Public Services
	Goal Description	During this Action Plan CDBG funds have been allocated to Vermonters for Criminal Justice Reform (VCJR)-Re-Entry and Recovery Center with Contingency Management, a substance use recovery program.
14	Goal Name	SL 1.3 Improve Public Facilities & Infrastructure
	Goal Description	During this Action Plan CDBG funds have been allocated to improve the Moran infrastructure including improvements at Burlington's waterfront public access spaces and to rehabilitate Winooski Valley Park District's Ethan Allen Homestead, a public facility located in Burlington's North End.
15	Goal Name	SL 1.4 Remediation of Brownfields
	Goal Description	During this Action Plan, no new awards were made.
16	Goal Name	Planning and Administration
	Goal Description	To support the capacity of the nonprofit institutional delivery structure in the City; pursue state and federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support fair housing efforts in the City.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

It is estimated that at initial occupancy approximately 7 persons shall receive affordable housing through 5 HOME-assisted and HOME-ARP assisted units as a result of the 2023 HOME and 2021 HOME-ARP allocation to the City of Burlington. However, it is important to note that these funds will continue to benefit many new households during the HOME Affordability Period and the HOME-ARP Compliance Period.

Projects

AP-35 Projects – 91.220(d)

Introduction

This part of the Action Plan provides a summary of the eligible projects and activities that will take place during the program year to address the priority needs and specific objectives outlined in the Strategic Plan. The eligible projects are associated with at least one priority need and at least one or more goals.

Projects

#	Project Name
1	Affordable Housing
2	Public Facilities & Infrastructure
3	Microenterprise/Economic Development
4	Public Service
5	Admin and Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The all-volunteer CDBG Advisory Board followed both the City's Anti-Poverty Strategy and Consolidated Plan priorities in their review of project applications. More focus will be placed on impact and moving people out of poverty and not numbers served. In addition, emphasis will be placed on projects that demonstrate efficiencies or collaboration, or a project proposal seeking to implement such efficiencies.

The biggest obstacle to addressing underserved needs continues to be insufficient resources. The City will continue to pursue additional federal, state, and private resources but does not expect to overcome the obstacle of shrinking public resources. While the federal COVID response packages, and the American Recovery Plan Act (ARPA) provide significant and needed assistance to Burlington, these aid packages do not cover the full extent of need and economic losses due to the pandemic. The City will also continue to work with partners to leverage funds, prioritize resources for those in greatest need and engage in collective impact initiatives.

Other obstacles to meeting underserved needs include:

- Ensuring a just and equitable recovery to rebuild after the economic losses incurred due to the pandemic;
- Limited land available in the City for housing and commercial development;
- Community tension between the need for development and the desire to preserve the

status quo, between the need to rehabilitate and maintain the housing stock and the desire for architectural and historic preservation;

- The requirements around criminal, eviction and credit histories in rental housing placement and hoarding / housekeeping issues, as well as no cause eviction, in rental housing stability;
- The lack of availability of transportation, especially for residents with special needs and for second shift and weekend work, exacerbated by a regional mismatch in the balance of job growth and housing development;
- Benefits “cliffs” which, together with a lack of understanding among residents, businesses and service providers about the asset and earnings limits that often vary between different income support programs, are a disincentive to increased earnings;
- Lack of small-scale risk capital financing;
- Non-accessible, and therefore non-functional, space in vacant upper stories of existing buildings; and
- A regional imbalance between the growth of regional employment and tax revenues and the budgetary burdens associated with its high concentrations of low-income residents, magnified by the high proportion of tax-exempt property within the City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Affordable Housing
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	DH 2.1 Acquire/Rehab Rental or Owner Units DH 1.3 Create New Affordable Housing
	Needs Addressed	AFH - Maintain or Preserve Affordable Housing AFH - Increase Affordable Housing Opportunities
	Funding	CDBG: \$157,596 HOME: \$643,916
	Description	To provide Housing Initiatives Program (HIP) for homeowners and to create/sustain affordable housing units through rehab and/or construction.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	31 low-moderate income households: CHT HIP – 10 COTS – St. John’s Hall Renovation – 19 HOME projects - 2
	Location Description	Scattered sites – City-Wide
2	Planned Activities	\$70,000 CHT – Housing Initiatives Program (HIP) \$87,596 COTS – St. John’s Hall Renovation \$643,916 HOME projects
	Project Name	Public Facilities & Infrastructure
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	SL 1.3 Improve Public Facilities & Infrastructure
	Needs Addressed	Improve Public Facilities or Infrastructure
	Funding	CDBG: \$143,000
	Description	To improve the Moran infrastructure including improvements at Burlington’s waterfront public access spaces and the rehabilitation of Winooski Valley Park District’s Ethan Allen Homestead, a public facility located in Burlington’s North End

	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	City-wide benefit, 59.75% low-moderate income
	Location Description	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Planned Activities	\$100,000 CEDO – Moran \$43,000 Winooski Valley Park District – Ethan Allen Homestead Renovation
3	Project Name	Microenterprise/Economic Development
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	EO 1.1 Support Microenterprises
	Needs Addressed	AFH - Increase Employment/Economic Opportunities
	Funding	CDBG: \$176,350
	Description	To fund two microenterprise programs, CVOEO-Micro Business Development and Mercy Connections-Small Business Equity Program, with a focus on women, and other micro businesses. The City of Burlington will also deliver technical assistance to micro enterprises with a focus on businesses located in the NRSA.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	142 low-moderate income individuals: Micro-enterprise technical assistance - 25 CVOEO – 80 Mercy Connections – 37
	Location Description	Services will be provided to persons City-Wide with a focus on businesses located in the NRSA.
	Planned Activities	\$50,000 CEDO-Technical Assistance \$65,000 Mercy Connections-Small Business Equity Project \$61,350 CVOEO-Micro. Business Development Program

4	Project Name	Public Service
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	SL 1.1 Provide Public Services Homeless SL 1.2 Provide Public Services EO 1.3 Reduce Economic Barriers-Early Childhood EO 1.4 Reduce Economic Barriers-Access Resources
	Needs Addressed	Reduce Barriers to Economic Opportunities AFH - Increase Employment/Economic Opportunities AFH - Increase Educational Opportunities Provide Public Services to At Risk Population Protect the Vulnerable
	Funding	CDBG: \$135,612
	Description	To provide funds to Lund-Early Childhood Education Program with a focus on supporting vulnerable children and families; two workforce development programs: ReSOURCE-Construction Trades Training and CEDO's Personal Care Assistant Plus Training; CVOEO-Volunteer Income Tax Assistance program to reduce barriers to economic resources and opportunities; and Steps-Safe Tonight along with VCJR-Recovery Center to provide services to at risk and vulnerable populations.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1,501 low-moderate income individuals: Pathways – 88 ReSOURCE – 12 VCJR – 240 Steps – 475 CVOEO – 600 Lund – 26 CEDO – 60
	Location Description	City-Wide and NRSA

	Planned Activities	\$30,000 Pathways-Housing First Services in Chittenden County \$15,000 ReSOURCE-Construction Trades Training \$20,000 VCJR-Re-Entry and Recovery Center with Contingency Management \$22,500 Steps to End Domestic Violence-Safe Tonight \$12,500 CVOEO-Volunteer Income Tax Assistance (VITA) \$10,064 Lund-Early Childhood Education Program \$25,548 CEDO-Personal Care Assistant (PCA) Plus Workforce Training Program
5	Project Name	Admin and Planning
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$146,753 HOME: \$41,393
	Description	Administration funding for CDBG and HOME grants.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Planned Activities	To support the capacity of the nonprofit institutional delivery structure in the City; pursue State and Federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support fair housing efforts in the City.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Approximately 62% of the City's CDBG resources are directed to activities that target the City's Neighborhood Revitalization Strategy Area.

The City of Burlington's Neighborhood Revitalization Strategy Area was approved in January 2006 and reapproved with the 2013 Consolidated Plan. The NRSA covers census tracts 3, 4, 5, 6 and 10. The Target Area as a whole is primarily residential, though within the designated census tracts are also several commercial corridors, the Central Business District and the Intervale (several hundred agricultural acres). As of the 2015 American Community Survey, the most current data used by HUD to calculate low- and moderate-income populations, the Target Area contains 75% low- and moderate-income residents with 32% of the total population in the Target Area living below the poverty level. Census tract 5 has the highest concentration of households and more than half its population is living below the poverty level.

Geographic Distribution

Target Area	Percentage of Funds
NEIGHBORHOOD REVITALIZATION STRATEGY AREA	62
City-Wide	38

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for allocating investments into the NRSA is based on the levels of distress and high incidence of households living below poverty level in those census tracts. According to the Needs Assessment in the Consolidated Plan, there is a disproportionate need existing among several minority groups, and specific census tracts housed more minorities than others. However, CDBG and HOME resources may be directed outside of the Target Area based on individual household needs and on the City's desire to continue to have affordable housing, economic opportunity, and a suitable living environment available to low- and moderate-

income residents throughout the City.

Discussion

Data referenced above was populated from the 2011 – 2015 American Community Survey Profile. This is the current data set that HUD uses to determine low- and moderate-income area benefit for Burlington. The City will be using current Census/ACS data in the upcoming 5-year Consolidated Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Housing is the essence of Burlington's neighborhoods. Support for affordable housing allows elders to remain in the homes and neighborhoods they know. Homebuyer purchase and rehabilitation programs allow the next generation of residents to own and modernize older homes.

Affordable housing is a balance to economic development. In boom times, affordable housing ensures that there is housing for workers and that rising prices do not displace residents. In a troubled economy, affordable housing development is an economic engine and its subsidies ensure that low-income residents are not made homeless. Finally, the use of affordable housing to redevelop distressed neighborhoods prevents the loss of value of the surrounding properties and encourages long-term investment by other property owners.

This section of the Action Plan specifies the goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	31
Special-Needs	
Total	31

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	2
Rehab of Existing Units	29
Acquisition of Existing Units	
Total	31

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG funds will be used for Champlain Housing Trust's Housing Initiatives Program (HIP) assisting 10 homeowners with emergency home repairs and access modifications. CDBG funds will also be used to rehabilitate St. John's Hall operated by COTS and will benefit 19 rental unit households. HOME funds will be used for the construction of 2 new affordable housing units.

AP-60 Public Housing – 91.220(h)

Introduction

The Burlington Housing Authority completed the conversion of its public housing units to the Section 8 Project-Based Voucher Program through the HUD Rental Assistance Demonstration (RAD) program. Our jurisdiction no longer has any public housing units.

Actions planned during the next year to address the needs to public housing

Our jurisdiction no longer has any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

BHA has formed a Resident Advisory Board (RAB) with representatives from the Section 8 program. The RAB meets periodically to provide input on BHA's Plans and Policies. BHA will provide continuing financial and staff support to any active resident association in its properties. One BHA program participant serves on the BHA Board of Commissioners. BHA supports the Section 8 Homeownership Program.

BHA endeavors to provide a good living environment in its affordable housing developments through effective screening and strict lease enforcement. In addition to the Family Self-Sufficiency program, the Burlington Housing Authority supports programs such as the DREAM mentoring program and the Summer Lunch program. BHA has also initiated a Housing Retention program to work with residents who are at risk of losing their housing.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Burlington Housing Authority is not designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In this section of the Plan, the City addresses the one-year goals and specific activities planned this program year to carry out the homeless strategy outlined in the Strategic Plan for the City's Five-Year Consolidated Plan. Activities that will address outreach, emergency shelter, transitional housing, homelessness prevention, housing placement, supportive housing and independent living are listed below and under the project section.

The Continuum of Care coordinates the implementation of a housing and service system, from outreach to housing to services, to meet the goal of keeping homelessness rare and brief in our community. Street Outreach teams and outreach caseworkers serve to reach those chronically homeless, and identify services and housing needs. Vermont 211, daytime shelter and meals served at the Community Resource Center, Chittenden Emergency Food Shelf, the Daystation, and the Salvation Army provide points of contact with those experiencing homelessness and provide referrals to services. Housing providers work to rapidly re-house and stabilize, especially using the Housing First model, for those chronically homeless. Supportive service providers add case management and assess needs for services. The Continuum as a whole has implemented a coordinated entry system and standardized assessment to enhance the current service delivery system.

The CoC led the coordination in response to the pandemic for the community of people experiencing homelessness in Chittenden County. Regular coordination meetings occurred, supporting consultation with State and local bodies for effective pandemic response to the large increase (almost threefold) of the population experiencing homelessness.

The City serves as the Collaborative Applicant for the CCHA (CoC) and supports its applications for HUD and other funding to address both chronic and non-chronic homelessness. The CoC implements the Coordinated Entry System. Chittenden County saw a dramatic, almost threefold, increase in the number of people experiencing homelessness in the 2021 Point-in-Time (PIT) count, as a result of the pandemic and that level of homelessness continues. The CCHA and the City of Burlington are collaborating to strengthen systems to identify solutions through coordinated entry to impact and reduce chronic homelessness to functional zero. The City of Burlington has committed recovery funds to support expansion of the Coordinated Entry system, increase the number of low-barrier shelters within the City, and support strategic planning and coordination for the CoC.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing

their individual needs

The Chittenden County Homeless Alliance (CCHA) serves the population experiencing homelessness in the greater Burlington metropolitan area and direct services are delivered through a consortium of nonprofit organizations, faith-based organizations, housing developers, government agencies, and the Burlington Housing Authority.

CCHA utilizes several outreach procedures to engage individuals and families. These include services and outreach from the local food shelf, community resource center, daytime drop-in shelter, and Salvation Army. A SAMHSA funded PATH grant funds outreach work in our community for two outreach positions to find and connect with the homeless who have mental health and substance use challenges and are difficult to engage, offering persons who are experiencing homelessness community-based services. A street outreach team provides outreach to individuals, families with children, and youth sleeping on the streets in our downtown area. Street Outreach is also provided by Champlain Valley Office of Economic Opportunity CORA Team. The Burlington Police Department has implemented a team of Community Support Liaisons that include outreach in their responsibilities. Finally, the City's Parks and Recreation department has established an Urban Park Rangers program to connect with people who visit (and at times, camp) within Burlington parks.

An Adult Local Interagency Team helps to identify unsheltered persons and provide consultation and expertise to help resolve difficult situations involving chronically homeless persons with multiple physical or emotional issues in securing and utilizing services. The CoC coordinates regular meetings of those engaged in outreach. These teams identify individuals and families who are experiencing homelessness (primarily unsheltered) and connect them with our Coordinated Entry System. The Coordinated Entry system was developed to assess and match homeless households for eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing case manager and added to a master list of homeless households which is reviewed on a weekly basis by the Community Housing Review Committee (coordinated entry partners) and matched with appropriate housing opportunities and resources.

Some of the goals for outreach this year include the following which are funded by a myriad of resources:

Continue to provide outreach to the more than 600 adults and children currently housed in hotels under the Emergency Housing Initiative.

With CDBG funding from 2023, supportive housing services will continue to assist 88 chronically

homeless individuals in the area with Pathways Vermont and 475 women and children experiencing domestic violence with Steps to End Domestic Violence.

The SAMSHA funded outreach will also use the joint HMIS for input and tracking and refer clients to the Coordinated Entry System.

The City of Burlington has established and continues to fund a low-barrier semi-non-congregate shelter community, in partnership with local non-profits, for up to 35 adult individuals, prioritizing people who are unsheltered. Significant work has been done to ensure the guests of this shelter have access to onsite supportive services.

Addressing the emergency shelter and transitional housing needs of homeless persons

There are three emergency shelters serving single adults including veterans: COTS Waystation, ANEW Place, and the newly established Elmwood shelter community, funded by the City and operated by Champlain Housing Trust. COTS operates the Firehouse and Main Street Family Shelters for households with children. COTS Daystation is a drop-in center for homeless adults. The City also supports the Community Resource Center, operated by CVOEO, which offers daytime shelter and access to food, basic needs, and resources. The confidential shelter operated by Steps to End Domestic Violence serving homeless people and families with children fleeing domestic violence was expanded last year, in response to increased need. Spectrum Youth and Family Services operates a shelter for homeless youth. Additionally, the State funded emergency housing provided through hotels continues to operate at various, weather dependent, locations. The City of Burlington operated a temporary extreme cold weather shelter for three nights in February, 2023 in response to dangerously cold temperatures and wind-chill. Each shelter and hotel space offer case management and housing search assistance to help participants move out of shelters and into transitional or permanent housing, with necessary follow-up supportive services for maintaining housing. It remains a goal of the jurisdiction and the Continuum of Care to increase the actual number of permanent housing and permanent supportive housing options so that participants will have opportunities to quickly transition out of emergency shelters.

With local, state and other federal funding, two emergency family shelters will house up to 15 individuals through COTS. Spectrum will house up to 8 youth in their emergency shelter and 8 in their Pearl Street SRO transitional housing. Single adults will have access to 86 emergency housing beds at Waystation and Anew Place and 11 individuals will have access to emergency housing at COTS' Smith House. The Elmwood Emergency Community Shelter will serve up to 35 individuals per night. ESG funding is used for emergency shelter operations and case

management, Rapid Re-housing Rental Assistance, and HMIS.

In addition to these programs, the State of Vermont continues to serve those experiencing homelessness with an Emergency Services Motel Voucher program for both cold weather exemptions and transitional housing when temperatures drop below freezing. Under the cold weather exemption, 126 households are provided access to emergency shelter/motels, and 244 households in the Transitional Housing Program. Due to expansion during the COVID response, the Transitional Housing Program currently provides emergency accommodation to more than 200 households in Chittenden County. This program will return to pre-pandemic eligibility in July 2023, leaving many households without access to shelter.

With ARPA funding, the City of Burlington in partnership with CVOEO created a Community Resource Center for Winter 2021/2022. This became a permanent year-round facility in 2022, and was moved to be co-located with the local food bank to provide space and access to additional essential services, currently serving up to 160 people per day.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Burlington is committed to the retention of affordable housing units with expiring tax credits and commits local, state, and federal resources to this goal. Keeping the inventory of affordable units, as well as increasing the number of affordable housing units, is key to helping our most vulnerable residents remain housed.

The Continuum and its partners are committed to transitioning homeless persons into permanent housing and have implemented the Coordinated Entry System (CES) and a standard assessment tool to facilitate this goal. Additionally, the Homeless Management Information System (HMIS) is used to create a Community Master List of persons experiencing homelessness prioritized by vulnerability. The CES and CoC-funded PSH projects and agencies utilize the Housing First model and rapidly re-house households that are chronically homeless with a high rate of success in long-term retention. The CoC saw a dramatic pandemic related increase in the number of chronic homeless and is re-engaging with Built for Zero to improve data quality and re-center our goals as a community. Significant development of permanent housing for those experiencing homelessness is underway, supported by recovery funds. The

CoC works to advocate for homeless-dedicated units as part of new housing development.

Burlington agencies utilize a range of housing retention programs to assist at risk households in maintaining their housing. These services include wrap-around support services, a hoarding resource and support team, landlord advocacy, financial assistance, and landlord relief programs. Our local Continuum continues to advocate for increased state retention and prevention resources to help keep at-risk families housed.

Community-based organizations provide job training and placement, substance use counseling and referrals for treatment, medical and dental care, legal advocacy and representation, mental health counseling and residential treatment programs, child care, housing search assistance, and security deposit assistance to help homeless households transition to permanent housing and independent living.

The CoC partners with local, state, and federal organizations and landlords to combat homelessness among veterans. Previously unidentified veterans were enrolled in VA care and many are housed through VA housing programs. The VA maintains a state-wide by name list and reviews cases on a monthly basis.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Several agencies administer prevention services including home heating fuel aid, transportation, housing navigation, tenants' rights advocacy, and legal assistance. The Housing Opportunity Program (funded by the State of Vermont and administered at local agencies), also provides case management, short term rental subsidies, and back rent along with case management for low income individuals and families at risk of losing their housing.

The CoC met with and continues to engage with local school districts within the county. Our work will focus on providing training for school staff to enable appropriate services and referrals to be provided to families with housing-related needs, continued focus on the impact of housing instability on educational outcomes, and advocacy to ensure our community has the resources required to support families who are homeless or housing insecure.

Youth exiting foster care in Vermont have two primary supports that protect them from being

discharged into homelessness as they exit legal custody at age 18: The Youth Development Program funded with federal Chafee Foster Care Independence Program and state funds, and Act 74 Youth in Transition Extended Care Program. These programs are in addition to the programming run directly by the VT AHS-Department of Children & Families Services. In this program a number of youths, formerly in foster care, are supported with case management services and connected to long-term rental assistance with local Housing Authorities, including a VT State Housing Authority Sect. 8 HCV waitlist with a preference for youth aging out of foster care as part of the HUD Family Unification/Youth-in-Transition Programs. Some live on campus at area colleges to pursue education. The College of St. Joseph in Vermont specifically helps foster youth transition to college by providing year-round housing and support services, and the Adult Living Program provides a stipend for households willing to host an 18 to 22-year-old leaving foster care.

Hospital patients are routinely discharged to their previous residence, a nursing home, or medical respite beds. McKinney Vento funded programs are used as needed and include transportation to school from emergency shelters and some transitional/permanent housing programs when appropriate.

Persons discharged from a mental health treatment or community bed receive state-funded assistance through the Vermont Department of Mental Health (VT DMH) Subsidy & Care Program, VT DMH Housing Contingency Fund, and the VT DMH Housing Recovery Fund. In addition, state agencies collaborate with the Burlington Housing Authority, and other affordable housing agencies to utilize Section 8 Housing Choice Voucher Programs for tenant-based and project-based rental assistance units funded by the Low-Income Housing Tax Credit Program. Patients are routinely discharged to Howard Center transitional or step-down programs such as Second Spring, Meadowview, Next Door Program, and 72 North Winooski group home. Some persons leaving corrections can go to their previous residence, a transitional housing program, supportive housing program, or to live with family (when appropriate).

Discussion

Veterans and their families have both transitional and permanent housing options and services available to them along with specialized outreach, assessment and additional services to meet their unique needs.

Unaccompanied youth have emergency shelter, transitional and permanent housing options available to them along with specialized outreach and services to assist them in learning to live

independently, set goals and complete their education.

Service-enriched housing needs for people with significant mental health or developmental disabilities range from affordable, independent apartments with support services provided by visiting community support workers to 24-hour supervised "group home" settings. There is a need for additional supportive housing at all levels for those living with mental health and developmental disabilities.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City has addressed the barriers to affordable housing under the Market Analysis and Strategic Plan sections of the Consolidated Plan. There is a limited supply of housing units at all levels of the market and a low vacancy rate exacerbates the issue. In addition, Burlington's extensive student population creates a significant impact on its housing market. Over the years, many traditional single-family homes have been converted to student housing to accommodate the market, creating both an impact on the cost of housing and the change in neighborhoods. Burlington has a significantly higher percentage of renters compared to owners and the cost of rent is increasing at a higher rate. Not only is the cost of housing high and the availability low, but the condition of the City's housing is noted as the 7th oldest housing stock in the nation. Public policies that are controlled at the local level which impact the cost of housing include policies on historic preservation and lead-based paint safety practices. These homes need energy efficient upgrades, lead-based paint hazard reduction, and other rehabilitation to make them safe, affordable and sustainable over the long term. The cost of housing is also impacted by accessibility and fire safety public policies. In conjunction with planBTV and the Housing Action Plan, these concerns will be examined in order to facilitate infill development and diversified housing options in the City and especially in the downtown area.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the Mayor's and City Council's Housing Action Plan, 22 initiatives were outlined to decrease the cost of housing, increase the supply of housing and ensure Burlington is more affordable, inclusive, livable, walkable, sustainable, and vibrant for all its residents. The first section of the Plan focused on addressing some of the regulatory barriers that have limited Burlington's ability to create new subsidized and non-subsidized housing options over the last 15 years. In the second section, the Housing Action Plan focused on using existing municipal tools strategically and expanding public resources to develop perpetually affordable low-income housing, promote the value of inclusion described in the City's inclusionary zoning ordinance, and better support those not eligible for subsidy but unable to compete within Burlington's housing market. The final three categories of the Plan, while related to the fundamental challenge in Burlington – a lack of housing stock – focused on continuing community challenges that extend

beyond questions of supply and demand.

Discussion:

On February 18, 2020, the Burlington City Council adopted changes to the Zoning ordinance related to Accessory Dwelling Units. Zoning amendment 20-03 encouraged the creation of accessory dwelling units (ADUs) throughout the city to support homeowners as they age in place, provide flexible options to help owners afford and better utilize available space within their homes, and to provide additional affordable housing options within existing neighborhoods. This amendment modifies applicable ADU and other citywide general standards, including enabling ADU's as a permitted use in all zoning districts, creating an alternative maximum unit size and lot coverage waiver process, and eliminating the parking requirement. Since passage of these changes, the City has seen a modest increase in the creation of ADUs citywide.

In September 2020, the City reformed its parking minimum requirements for building new parking in residential developments in the downtown and along key transportation corridors in order to reduce a major cost driver of housing, give people more choices when it comes to the cost of car ownership and take a step toward aligning the City's land use policies with its climate goals. Since the adoption of this policy reform, two significant projects have applied for permits to create housing that would benefit from this policy change, for a combined 490 new homes.

The City will continue to work with the Vermont Legislature to ensure fair property tax policy for deed-restricted, perpetually-affordable owner-occupied homes. There are over 250 such homes in Burlington and the City will continue to advocate for taxation based on the restricted value of the subjected homes.

In 2022, amid concerns that the increase of short-term rental (STR) units had removed existing housing units from the rental market and thus contributed to lower vacancy rates, the Burlington City Council passed changes to the housing ordinance regulating STRs. The ordinance requires that STRs may be operated only under certain conditions, shall register with the Permitting and Inspections Department, and the City of Burlington shall collect a 9% gross receipts tax on revenue earned from short term rental activity. These City's Housing Trust Fund shall receive these taxes and will use them to preserve or create new affordable housing in Burlington.

AP-85 Other Actions – 91.220(k)

Introduction:

Burlington aims to spend over 95% of CDBG expenditures assisting low-and moderate-income residents. The City will continue its commitment to the preservation of affordable housing units and actions that will foster and maintain affordable housing in Burlington. In addition, the City, through the Community & Economic Development Office, will diligently work to reduce lead-based paint hazards in the homes of local residents.

The activities listed in this Action Plan work to reduce the number of households in poverty; and with enhanced coordination with nonprofit partners, services will have a greater impact on this goal.

Actions planned to address obstacles to meeting underserved needs

As identified in the Consolidated Plan, the principal obstacle to meeting underserved needs is insufficient resources. Given the significant disruptions to economic and social activity over the past three years due to the pandemic, available resources must still be used strategically as the need exceeds the available funding. Fortunately, the federal COVID response packages, such as American Recovery Plan Act (ARPA) provided significant and needed assistance to Burlington to help respond to the pandemic and begin recovery efforts, these aid packages form part of a patch work of private and public resources, including funds such as CDBG and HOME, to meet the most critical unmet needs.

In addition to recovering from the economic losses sustained over the pandemic, the City needs to also look forward to the future to foster continued growth to foster economic opportunities. The City will continue to grow the grand list, pursue additional federal, state and private resources, but does not expect to overcome the obstacle of shrinking public resources. The City will also continue to work with partners to examine obstacles such as benefits cliffs and to advocate for appropriate policy changes. In addition, the City will encourage local agencies to explore ways to deliver services in a more cost-effective and efficient manner, prioritize resources to serve the most in need, as well as cooperate between agencies.

For more than a decade, the network of community-based services that support the social, educational, physical, mental and financial well-being of families and individuals in Vermont has been under financial pressure. Again, while the funding available over the past year expanded significantly with ARPA funds, the unmet needs to be addressed were greater than seen previously. The number of families and individuals needing services increased significantly over the past three years, and in many cases, their needs have become more acute and complex. In

response to these conditions, service providers increased their efforts to find economies of scale, evaluated the effectiveness and appropriateness of the services they provide, experimented with innovation, and adjusted the frequency and intensity of services. A key challenge moving forward will be fostering a just and equitable recovery that rebuilds economic opportunity for all, while ensuring that gaps in social services continue to be met, especially as surplus funding for expanded services diminishes into late 2023 and 2024. The City's efforts over the next year will be monitoring the recovery across sectors and populations to ensure the recovery is comprehensive and equitable. Should existing needs and gaps intensify or new needs emerge, the City proposes to work with partners to meet the dynamic and evolving needs through the recovery process.

Actions planned to foster and maintain affordable housing

The City has launched a comprehensive strategy to effectively end chronic homelessness and promote affordable housing. This work includes the relaunch of the Built for Zero partnership in Burlington. This comprehensive plan leverages, State, local and federal resources, including CDBG and HOME funds as well as surplus ARPA funding. The key goals of the City's strategy are summarized in the ten points below:

1. Invest at least \$5 million of ARPA funds, with at least \$1 million designated for initiatives to better serve the chronically homeless and \$4 million to build new permanently affordable housing.
2. Create a Special Assistant to End Homelessness position within the City's Community and Economic Development Office (CEDO) to provide a single point of accountability for expanded community effort. (Sarah Russell was hired for this role in 2022.)
3. Strengthen through new investment Chittenden County's "Coordinated Entry" command center team that drives weekly progress towards functional zero with a comprehensive, real-time, by-name data effort.
4. Support the creation of 78 new homes for formerly homeless residents (25 percent of the goal for new, permanently affordable housing) by partnering with affordable housing developers.
5. Invest in approximately 30 shelter pods and related infrastructure to create a new low-barrier facility. (This shelter community opened in early 2023)
6. Set a goal to support the creation of 1,250 total homes, including 312 permanently affordable homes, by the end of 2026 (25 percent of the total Building Homes Together 2.0 goal).
7. Fully fund the Housing Trust Fund to voter-approved levels in fiscal year 2023. (This occurred and resulted in almost \$600,000 of base funding for the Trust Fund)
8. Open new housing opportunities through the creation of a mixed-use Enterprise Innovation District in a portion of the South End.
9. Open new on-campus University of Vermont (UVM) student housing opportunities by rezoning the former Trinity Campus to reduce UVM's pressure on the housing market.

10. Open new housing opportunities City-wide through “missing middle” zoning reforms, which will expand opportunities for new homes to be created in every neighborhood in ways that reflect the character of these parts of the City.

Actions planned to reduce lead-based paint hazards

In January 2021, the City of Burlington received a \$3,093,922.00 Lead-Based Paint Hazard Control grant from the Department of Housing and Urban Development and a \$530,000.00 Healthy Homes grant to complete work on 110 housing units by July, 2024. These funds are administered through the Community and Economic Development Office by the Burlington Lead Program to reduce lead-based paint hazards and healthy homes hazards in eligible units to eliminate childhood lead poisoning and make homes healthier to live in. From July 1, 2023 – June 30, 2024, the Burlington Lead Program plans to evaluate 36 units for lead-based paint and other health hazards, reduce lead-based paint hazards in approximately 57 housing units and reduce other health hazards in 40 housing units, conduct 12 community outreach and education events, and provide lead-safety training to approximately 100 individuals.

Actions planned to reduce the number of poverty-level families

All of the activities funded through the City’s CDBG and HOME programs are ultimately directed at reducing the number of people living in poverty, providing for basic needs, or preventing individual/family poverty in Burlington. Specific details of the proposed initiatives are described in the project section of this Action Plan.

Actions planned to develop institutional structure

A definite challenge for the Community & Economic Development Office will be to effectively adapt its institutional structure to meet the changing needs of a challenging fiscal environment. In a time of significant budget changes and program and funding expansion, to respond to the economic difficulties brought on by the pandemic, CEDO will need to find ways to implement, oversee, and monitor programming efficiently and effectively to meet increasing demands for services and funding with changing resources.

The Chittenden County Homeless Alliance (CCHA) has engaged in meaningful work to update its five-year strategic plan. The outcomes we expect to find will enable the CCHA to be a sustainable leader in advocacy and organization around homelessness and housing-related issues. Feedback has been sought from all levels of our community including people with lived experience of homelessness and housing insecurity, direct service and shelter providers, and those in leadership positions. The strategic plan will be implemented during FY24 and will drive

our efforts in a collaborative manner.

Actions planned to enhance coordination between public and private housing and social service agencies

During the last year, the CCHA has worked with state and local funders to ensure that new affordable housing development, utilizing state funding, includes a percentage of homeless-dedicated units to be filled through our coordinated entry system; traditionally this included primarily non-profit/public housing developers. Recently, State ARPA funded housing development placed this requirement on private housing developers which enabled an innovative partnership with the private sector. In the coming year, the City hopes to establish similar requirements for housing development, ensuring private-sector engagement in our community's efforts to end homelessness.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

All HOME funds are invested in a manner consistent with 24 CFR 92.205(b)(1). Specifically, HOME funds are invested in interest-bearing and non-interest-bearing amortizing loans and in deferred loans and grants.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

For homebuyer projects where the Program provides HOME funds for low-interest loans for

eligible homebuyers to assist with down payment and closing costs on eligible two to four-unit owner-occupied properties, the Program uses “recapture” provisions per 92.254(a)(5)(ii). These loans are secured by subordinate mortgages. When properties assisted with HOME funds for this purpose are sold, transferred, or if the primary residency is violated, then the full amount of the loan plus any accrued interest is to be repaid to the Program. Only the direct subsidy (down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property and the reduced sales price attributable to HOME development assistance) is subject to recapture. However, the recapture amount shall not exceed the amount available from net proceeds. The net proceeds are the sales price minus loan repayment(s) (other than HOME funds) and closing costs. If this repayment occurs during the Home Affordability Period (HAP), then the funds are not considered to be program income. If this repayment occurs after the HAP, then the funds are considered to be program income. The written agreements shall include language that makes it clear that recaptured funds after the HAP shall be considered program income.

When a property owner assisted with HOME funds for this purpose refinances their principal mortgage, the Program shall consider executing a subordination agreement upon receiving a written request with sufficient documentation on current fair market value and proposed refinancing amount. When considering such requests to subordinate its HOME mortgage, the Program shall require that the loan-to-value ratio be no greater than 100%.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Resale Policy for HOME Subsidy on Owner-Occupied Homes: For homebuyer projects which are developed by nonprofits and which have perpetual affordability, the City uses “resale” provisions per 92.254(a)(5)(i) when HOME funds are used. During the HAP, the property must be sold to a low-income homebuyer. The original buyer of the HOME unit shall receive fair return on investment. The Burlington HOME program defines “fair return” by the following formula: Fair Return = Sale Price - Outstanding Mortgage Debt - 75% of the market appreciation (if any) + the capital improvement credit. The Program defines capital improvements as any investment in the house that is not considered maintenance. Items like appliances, flooring, painting, roof, heating systems, electrical or plumbing are considered maintenance and not eligible. Most common capital improvements are finishing basements, adding decks, garages, sheds, square footage, baths, or upgrades in flooring or kitchens. This definition of “Fair Return” will typically return to the seller their original equity investment if the original purchase price is less than or equal to the sale price to the

new buyer. In the event that a HOME “resale” unit sells for less than the original purchase price, then the difference comes from a reduction in the seller’s equity (from their down payment and/or reduction of loan principal). This is the equity sharing formula used by both the Champlain Housing Trust and Green Mountain Habitat for Humanity. The Burlington HOME program defines "affordable to a reasonable range of buyers" as a home where the sum of the annual loan principal, interest, taxes, and insurance is less than 33% of the household's annual gross income.

The Program shall not allow the resale of a HOME-assisted unit to a subsequent homebuyer who is not low-income. When a HOME-assisted homeownership unit that is encumbered (through the requirements of another funding source such as the Vermont Housing & Conservation Board (“VHCB”)) with covenants ensuring perpetual affordability for households below 80% of area median income is sold, resale provisions ensure compliance with the HOME affordability requirements during the HOME Affordability Period. HOME funds which go into homebuyer units are typically, but not always, grants. The Program does not recapture the HOME funds unless the VHCB covenants are extinguished and the affordability is no longer ensured. The only scenario where the Program can envision requiring repayment of the above funds is if a) the HAP had expired and b) the statewide funder, the VHCB (which requires permanent (99 Year) affordability), for whatever reason chose to extinguish their covenants and the project effectively was leaving the permanently affordable housing stock.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Multi-family projects developed by locally-based housing organizations that receive HOME funds for rehabilitation may utilize HOME funds to refinance existing debt, consistent with 24 CFR 92.206(b)(2), if they meet the following guidelines:

- Refinancing is necessary to permit or to continue affordability under 24 CFR 92.252;
- Rehabilitation is the primary eligible activity. A minimum of \$7,500 of rehabilitation per unit is required;
- The grantee must demonstrate management capacity and practices that ensure that the long-term needs of the project can be met, and the targeted population can be served over an extended affordability period;
- The grantee must demonstrate that the new investment is being made to maintain current affordable units, to create greater affordability in current affordable units, or to create

additional affordable units;

- The minimum HOME affordability period shall be 15 years, and all HOME-assisted projects developed by locally-based housing organizations are required to be perpetually affordable;
- Refinancing will be limited to projects that have previously received an investment of public funds;
- HOME funds may be used for refinancing anywhere in the City of Burlington;
- HOME funds cannot be used to refinance multi-family loans made or insured by any Federal program, including CDBG.

Discussion:

It is the policy of the City of Burlington HOME Program to provide information and otherwise attract eligible persons in the housing market area to available housing constructed or rehabilitated under the HOME Program without regard to race, color, national origin, sex, religion, sexual orientation, familial status, receipt of public assistance, or disability. The City of Burlington HOME Program incorporates the Equal Housing Opportunity logo in its letterhead, press releases and advertisements. For projects where five or more units are being assisted with HOME funds, grantees receiving HOME funds are required to contact one or more of the following agencies before filling vacancies during the HOME affordability period as stated in the HOME Program Loan/Grant agreement: local or State Housing Authority, Community Action agencies, area Mental Health and Developmental Disability agencies, area Office on Aging agencies, area homeless shelters, the Department of Social Welfare, Committee on Temporary Shelter, Vermont Center for Independent Living or any statewide handicapped accessibility clearinghouse, area AIDS service organizations, medical centers, schools, municipalities and any other social service agencies. Any advertisement of vacant rental or ownership units during the HOME Affordability Period must include the equal housing opportunity logo or statement. Advertising media may include newspapers, radio, television, brochures, leaflets, or simply a sign in a window. Housing borrowers, grantees or property management agents must display the fair housing poster in areas that are accessible to the public. Property owners or their management agents must maintain a file containing a record of all marketing efforts (e.g., copies of newspaper ads, copies of letters). The City's HOME Program monitors compliance as part of its ongoing monitoring process. Where noncompliance is discovered, the HOME Program will provide technical assistance to secure voluntary compliance. If this proves unsuccessful, the HOME Program will refer aggrieved parties to appropriate entities to seek redress.

The City's HOME program uses the HOME affordable homeownership limits provided by HUD for homebuyer assistance and for rehabilitation of owner-occupied single-family housing. When using HOME funds with non-profit projects, the City accepts applications on a rolling basis and distributes funds as available to eligible and viable projects. Detailed information on applicant eligibility and how to apply can be found on the CEDO's website. The City does not limit or give preference to HOME applicants or beneficiaries.

A notice about the availability of funds was published online and in Seven Days in the beginning of December of 2022 and a direct email notice provided to over 100 nonprofits, City departments and residents about the funding. An informational workshop was held for applicants. All applications are published online on the City of Burlington's website www.burlingtonvt.gov/CEDO. The CDBG Advisory Board held three meetings in January 2023 – March 2023 to review all applications; the Board is comprised of representatives from the local Neighborhood Planning Assemblies, Mayoral selections, and representatives of state agencies. These citizens make the recommendations on how to spend CDBG funds locally, and these recommendations are conveyed to the Mayor and City Council. These recommendations are the foundation for the Action Plan.

AP-05 Executive Summary Attachment

CDBG ENT23 Project Category	Organization	Program Name	Awards for 2023 Action Plan
Public Service	Pathways	Housing First Services in Chitt. County	\$30,000
	ReSOURCE	ReSOURCE Construction Trades Training	\$15,000
	Vermonters for Criminal Justice Reform (VCJR)	VCJR Re-Entry and Recovery Center with Contingency Management	\$20,000
	Steps to End Domestic Violence	Safe Tonight	\$22,500
	CVOEO	Volunteer Income Tax Assistance (VITA)	\$12,500
	Lund	Lund's Early Childhood Education Program	\$10,064
	CEDO	Personal Care Assistant (PCA) Plus Workforce Training Program	\$25,548
Development	COTS	St. John's Hall Renovation	\$87,596
	Winooski Valley Park District	Ethan Allen Homestead Renovation	\$43,000
	Mercy Connections	Small Business Equity Project	\$65,000
	CVOEO	Micro Business Development Program	\$61,350
	Champlain Housing Trust (CHT)	Housing Initiatives Program (HIP)	\$70,000
	Business & Workforce Development	Microenterprise TA	\$50,000
	CEDO	Moran FRAME	\$100,000
Admin and Planning	CEDO	CDBG Administration	\$146,753

*funded with ENT20 carryover funds

ENT23 CDBG Allocation: \$733,763
 ENT20 CDBG carryover: \$25,548
 Total CDBG funds for 2023: \$759,311

PS Total: \$110,064 *capped at 15% of 2023 allocation
 ENT20 carryover: \$25,548 *awarded to PS project to prevent, prepare for, and respond to coronavirus
 Development Total: \$476,946
 Admin Total: \$146,753 *capped at 20% of 2023 allocation
 2023 CDBG Total: \$759,311

HOME ENT23 Project Category	Subtotal	Item	Amount
Affordable Housing	\$643,916	Affordable Housing Projects	\$561,130
		15% CHDO Set-Aside	\$62,090
		5% CHDO Operating	\$20,696
Admin and Planning	\$41,393	HOME Administration	\$41,393

ENT23 HOME Allocation: \$413,934
 HOME carryover: \$271,375
 Total HOME funds for 2023: \$685,309

ENT23 Project Total: \$289,755
 HOME project carryover: \$271,375
 CHDO Total: \$82,786 *calculated from 2023 Allocation
 Admin Total: \$41,393 *capped at 10% of 2023 Allocation
 2023 HOME Total: \$685,309

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Christine Curtis
Approval of Community Development Block Grant and HOME Investment
Partnerships Proposed Allocations for the 2023 Action Plan for Housing & Community
 Title/Subject: Development

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/23/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	5/24/2023	Jordan
Board/Commission, if required	Yes	4/27/2023	CDNR Committee - sponsor
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	5/23/2023	Jared
CAO has reviewed budget, financing, and memo	Yes	5/23/2023	Click or tap here to enter text.
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	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION TO SUBMIT 2023 BURLINGTON ONE-YEAR ACTION PLAN

RESOLUTION 6.19

Sponsor(s): Community Development
and Neighborhood Revitalization
Introduced: 06/05/23
Referred to: _____
Action: adopted
Date: 06/05/23
Signed by Mayor: 06/07/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, Burlington, Vermont (the “City”) is eligible to participate in the Federal Department of
2 Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME
3 Investment Partnership Programs (HOME) as an entitlement jurisdiction; and
4 WHEREAS, the City of Burlington is required by HUD to adopt a Consolidated Plan and One-Year
5 Action Plan as part of the federal requirements for these two formula grant programs; and
6 WHEREAS, the City’s 2018-2022 Consolidated Action Plan, contains a housing and community
7 development needs assessment; a survey of available resources; and a five-year strategy that specifies
8 achievable housing and community development goals and programs; and
9 WHEREAS, the City of Burlington adopted the 2018-2022 Consolidated Plan for Housing and
10 Community Development in June 2018 as federally required by HUD; and
11 WHEREAS, the City has prepared a one-year action plan (Annual Action Plan) that is reflective of the
12 2018-2022 Consolidated Action Plan; and
13 WHEREAS, the 2023 Annual Action Plan establishes a one-year program in compliance with HUD
14 funding allocations and requirements; and
15 WHEREAS, citizen participation leading to the development of the One-Year Action Plan included
16 workshops; public meetings; consultation with community and state agencies; and a Citizen Advisory Board
17 which made recommendations on the allocation of 2023 CDBG funds for sub-grantees; and
18 WHEREAS, the 30-day comment period on the 2023 One-Year Action Plan was held from April 26,
19 2023 through June 5, 2023; and
20 WHEREAS, notice of the proposed Plan was circulated in April by notice published in Seven Days, a
21 weekly newspaper, and online on the website of the Community & Economic Development Office, and by e-
22 mail notice to all City Councilors, to the CDBG mailing list, to the CDBG Advisory Board, to the Continuum
23 Care mailing list, and to city residents via social media; and
24 WHEREAS, the recommendations of the Citizen Advisory Board together with a proposed 2023 One-
25 Year Action Plan was published for public comment on April 26, 2023; and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

WHEREAS, notice of the recommendations of Citizen Advisory Board and of the proposed 2023 One-Year Action Plan was circulated to all applicants and by notice published in Seven Days and online on the website of the Community & Economic Development Office; and

WHEREAS, a duly warned public hearing was held on May 15th, 2023 to receive further input; herein;

NOW, THEREFORE, BE IT RESOLVED that City Council hereby adopts the 2023 One-Year Action Plan; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger is hereby authorized to sign on behalf of the City of Burlington the application for CDBG and HOME funding which accompanies this 2023 One-Year Action Plan, and any and all documents deemed necessary to accept and disperse such Department of Housing and Urban Development grant funds, subject to the review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council hereby approves the expenditure of 2023 Community Development Block Grant Entitlement and HOME funds as described in the 2023 One-Year Action Plan.

* * * * *

DISTRIBUTION:

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

Christine Curtis, CEDO

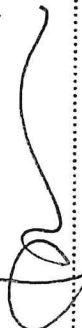
ORIGINAL

RESOLUTION RELATING TO

Authorization To Submit 2023 Burlington One-Year Action Plan

Adopted by the City Council

June 5....., 20..23.....

..... Clerk

Approved 6/7....., 20..23.....

..... Mayor

Vol. Page

Attest:

Licensing, Voting and Records Coordinator

Lori Olberg

* * * * *

Resolution Relating to

APPROVING OBTAINING STANDBY
LETTER(S) OF CREDIT FOR THE CITY'S
WORKERS' COMPENSATION PROGRAM

Resolution _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the Year Two Thousand and Twenty-Three
Resolved by the City Council of the City of Burlington as follows:

- 1 That WHEREAS, pursuant to the Burlington City Charter, Section 48 (55), the City Council has the power and
2 authority to provide for, create, establish, maintain and regulate an insurance sinking or reserve fund to be
3 used for the purpose of paying any and all compensation that may become due from the City under the
4 provisions of the laws of the State of Vermont relating to workers' compensation; and
5 WHEREAS, the City has the authority under Vermont state law, 21 V.S.A. Section 698, to obtain
6 insurance to cover its liability under state law related to workers' compensation; and
7 WHEREAS, the City has established a workers' compensation program with The Travelers Indemnity
8 Company ("Travelers") to provide workers' compensation coverage; and
9 WHEREAS, the City is responsible to Travelers for payment of certain workers' compensation claims;
10 and
11 WHEREAS, Travelers has required that the City post a standby letter of credit to cover some of the
12 claims and workers' compensation payments that the City would be obligated to pay Travelers or reimburse
13 Travelers for payments it made on the City's behalf; and
14 WHEREAS, it is expected that the standby letter of credit would only be drawn in the event that the
15 City did not make the timely payment when due to Travelers; and
16 WHEREAS, the City has obtained such a standby letter of credit from KeyBank N.A. and wishes to
17 have such letter of credit renewed and continued, and may seek other potential banks to provide such a letter
18 of credit on the City's behalf;
19 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the City entering into one or
20 more standby letters of credit and reimbursement agreements with KeyBank National Association, or such
21 other reputable banks or financial institutions as may be determined by the City's Chief Administrative
22 Officer to provide standby letters of credit, and to cover the City's expected workers' compensation liability to
23 Travelers, as may be determined from time to time, in an aggregate amount not to exceed \$2,000,000, and
24 authorizes the Mayor, the Chief Administrative Officer, and the Banking & Cash Operations Manager,

Resolution Relating to APPROVING OBTAINING STANDBY LETTER(S) OF CREDIT
FOR THE CITY’S WORKERS’ COMPENSATION PROGRAM

25 individually and collectively, to execute and deliver such letters of credit and reimbursement agreements and
26 such other documents and instruments to obtain, renew or extend such standby letters of credit in order to
27 provide for the workers’ compensation insurance programs on behalf of the City.

28

29

30 JP/KS/Resolutions 2023/APPROVING OBTAINING STANDBY LETTER(S) OF CREDIT FOR THE CITY’S WORKERS’ COMPENSATION
31 PROGRAM

32 5/25/2023



OFFICE OF THE CLERK/TREASURER City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

To: Board of Finance, City Council
From: Darlene Bayko, Banking & Cash Operations Manager
Re: Renewal of Standby Letter of Credit Workers' Compensation
Date: May 30, 2023

Background:

The City of Burlington obtains a Standby Letter of Credit (SLOC) annually, which is required by Travelers Insurance as part of the contract to provide the City with workers' compensation insurance.

The SLOC is a guarantee of payment issued by KeyBank National Association (KeyBank) on behalf of the City of Burlington that is used as "payment of last resort" should the City fail to fulfill a contractual commitment with Travelers to pay for workers' compensation expenditures. The City has never had to use this but it is a requirement to have it in place. It is expected that KeyBank will renew the SLOC for the City. The City pays a \$10,000 commitment fee for the Standby of Credit and this fee is paid from the Insurance fund.

Resolution Relating to

APPROVING OBTAINING STANDBY LETTER(S) OF
CREDIT FOR THE CITY’S WORKERS’ COMPENSATION
PROGRAM

RESOLUTION 6.20

Sponsor(s): Bd. of Finance
Introduced: 06/05/23
Referred to: _____
Action: adopted
Date: 06/05/23
Signed by Mayor: 06/07/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

1 That WHEREAS, pursuant to the Burlington City Charter, Section 48 (55), the City Council has the power
2 and authority to provide for, create, establish, maintain and regulate an insurance sinking or reserve fund to be
3 used for the purpose of paying any and all compensation that may become due from the City under the
4 provisions of the laws of the State of Vermont relating to workers’ compensation; and
5 WHEREAS, the City has the authority under Vermont state law, 21 V.S.A. Section 698, to obtain
6 insurance to cover its liability under state law related to workers’ compensation; and
7 WHEREAS, the City has established a workers’ compensation program with The Travelers Indemnity
8 Company (“Travelers”) to provide workers’ compensation coverage; and
9 WHEREAS, the City is responsible to Travelers for payment of certain workers’ compensation claims;
10 and
11 WHEREAS, Travelers has required that the City post a standby letter of credit to cover some of the
12 claims and workers’ compensation payments that the City would be obligated to pay Travelers or reimburse
13 Travelers for payments it made on the City’s behalf; and
14 WHEREAS, it is expected that the standby letter of credit would only be drawn in the event that the
15 City did not make the timely payment when due to Travelers; and
16 WHEREAS, the City has obtained such a standby letter of credit from KeyBank N.A. and wishes to
17 have such letter of credit renewed and continued, and may seek other potential banks to provide such a letter
18 of credit on the City’s behalf;
19 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the City entering into one or
20 more standby letters of credit and reimbursement agreements with KeyBank National Association, or such
21 other reputable banks or financial institutions as may be determined by the City’s Chief Administrative
22 Officer to provide standby letters of credit, and to cover the City’s expected workers’ compensation liability to
23 Travelers, as may be determined from time to time, in an aggregate amount not to exceed \$2,000,000, and
24 authorizes the Mayor, the Chief Administrative Officer, and the Banking & Cash Operations Manager, 25
25 individually and collectively, to execute and deliver such letters of credit and reimbursement agreements and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....

.....

.....

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

26 such other documents and instruments to obtain, renew or extend such standby letters of credit in order to
27 provide for the workers' compensation insurance programs on behalf of the City.

28
29

30 JP/KS/Resolutions 2023/APPROVING OBTAINING STANDBY LETTER(S) OF CREDIT FOR THE CITY'S WORKERS' COMPENSATION
31 PROGRAM

32 5/25/2023

* * * * *

DISTRIBUTION:

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

CAO Schad

ORIGINAL

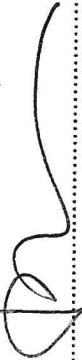
RESOLUTION RELATING TO

Approving Obtaining Standby Letter(s) Of Credit
For The City's Workers' Compensation Program

.....

Adopted by the City Council

June 5....., 20 23

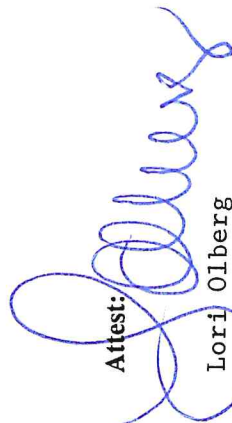
..... Clerk

Approved ^{6/7}....., 20 23

..... Mayor

Vol. Page

Attest:



Lori Olberg

Licensing, Voting and Records Coordinator

* * * * *



Fee \$25.00

**CITY OF BURLINGTON
UMBRELLA ENTERTAINMENT PERMIT APPLICATION
2023-2024**

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name: Flynn Center for the Performing Arts, Ltd.
2. D/B/A (Business Name): Flynn Center for the Performing Arts, Ltd. 3. Bus. Phone: 802-652-4500
4. Business Address: 153 Main Street, Burlington, VT 05401
5. Mailing Address: 153 Main Street, Burlington, VT 05401
6. Contact person: Amy Harting 7. Contact Phone: 802-652-4554 (o); 717-940-3820 (c)
8. Email contact address: aharting@flynnvt.org

**PART II
OPERATION**

1. Proposed Date(s) for this Event: June 7 - 11, 2023
2. Proposed Hours for this Event: See attached calendar
3. Proposed Location for this Event. Specify if event will be on a City street/Right-of-Way or Park
Attach any diagrams that will be helpful.

Venues outside the Flynn include the Waterfront Park, Church Street Marketplace,

The Vermont Comedy Club, City Hall Park, and Main Street. We plan to close Main Street from
Church to St. Paul for a block party.

For this proposed location please answer all questions that apply:

- a) Occupancy Load _____ b) # of Restrooms _____ c) # of Egresses _____
d) Date of last Fire/Safety Check _____ e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
h) Tents ? Yes or No i) Will alcohol be served? Yes or No

(Continued on back)

*Varies
based
on
location
See attached
sheet*

School
Bonds
on
Mktplace

For this proposed location please answer all questions that apply:

- a) Occupancy Load Mktplace capacity b) # of Restrooms 0 c) # of Egresses on the Mktplace
 d) Date of last Fire/Safety Check ? e) Dancing by Patrons? Yes or No
 f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
 h) Tents? Yes or No i) Will alcohol be served? Yes or No

Firm staff will
manage these
performances

Main
Street
Block
party

For this proposed location please answer all questions that apply:

- a) Occupancy Load 500 b) # of Restrooms 0 c) # of Egresses on Main Street
 d) Date of last Fire/Safety Check ? e) Dancing by Patrons? Yes or No
 f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
 h) Tents? Yes or No i) Will alcohol be served? Yes or No

Firm staff,
volunteers,
Security,
BPD
→ hoping to work with
SKIMMY Pancake but not
confirmed

Top of
the
Block

For this proposed location please answer all questions that apply:

- a) Occupancy Load 800 b) # of Restrooms 0 c) # of Egresses on the Mktplace
 d) Date of last Fire/Safety Check ? e) Dancing by Patrons? Yes or No
 f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
 h) Tents? Yes or No i) Will alcohol be served? Yes or No

Firm staff, volunteers,
Security

Waterfront
Park

For this proposed location please answer all questions that apply:

- a) Occupancy Load 6,000 b) # of Restrooms 29 c) # of Egresses 2 official points of entry + exit
 d) Date of last Fire/Safety Check ? e) Dancing by Patrons? Yes or No
 f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
 h) Tents? Yes or No i) Will alcohol be served? Yes or No



Fee \$25.00

CITY OF BURLINGTON
UMBRELLA ENTERTAINMENT PERMIT APPLICATION
2023-2024

PART I
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2. D/B/A (Business Name): Flynn Center for the Performing Arts, Ltd. 3. Bus. Phone: 802-652-4500
4. Business Address: 153 Main Street, Burlington, VT 05401
5. Mailing Address: 153 Main Street, Burlington, VT 05401
6. Contact person: Amy Harting 7. Contact Phone: 802-652-4554 (o); 717-940-3820 (c)
8. Email contact address: aharting@flynnvt.org

PART II
OPERATION

1. Proposed Date(s) for this Event: June 7 – 11, 2023
2. Proposed Hours for this Event: See attached calendar
3. Proposed Location for this Event. Specify if event will be on a City street/Right-of-Way or Park
Attach any diagrams that will be helpful.

Venues outside the Flynn include the Waterfront Park, Church Street Marketplace,

The Vermont Comedy Club, City Hall Park, and Main Street. We plan to close Main Street from
Church to St. Paul for a block party.

For this proposed location please answer all questions that apply:

- a) Occupancy Load _____ b) # of Restrooms _____ c) # of Egresses _____
- d) Date of last Fire/Safety Check _____ e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
- h) Tents ? Yes or No i) Will alcohol be served? Yes or No

(Continued on back)

Handwritten: Paid check # 1012284 \$25.00
Lo 5/2/23

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description: The Flynn is producing JazzFest which is a live music festival that takes place in and around Burlington. There are performances indoors and outdoors from June 7 – 11, 2023. This is the 40th Jazz Festival where audiences will be able to gather together and listen to live jazz music.

2. ***** Please attach list of all scheduled events or performances*****

**PART IV
PARTICIPATING ORGANIZATIONS**

Please list all participating organizations/businesses/agencies:

- | | |
|------------------------------|---|
| 1. Burlington Parks & Rec | 7. Atomic Pro Audio |
| 2. Church Street Marketplace | 8. City of Burlington, BCA |
| 3. Vermont Comedy Club | 9. Kennedy Center for the Performing Arts |
| 4. NEFCU | 10. Jazz at Lincoln Center |
| 5. Lake Champlain Chocolate | 11. Casella |
| 6. Zero Gravity | 12. P&P Septic |

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: 4/17/23

SIGNATURE OF APPLICANT 

PRINT NAME: Jay Wahl

RELATIONSHIP TO BUSINESS: Executive Director

OFFICE USE ONLY

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

At their meeting of 5/31/23, the Burlington City Council License Committee recommended
Approval X Denial _____

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

Flynn Jazz Festival 2023
Programming Calendar
DRAFT as of April 28, 2023

	Mon	Tue	Wednesday 6/7 Day 1	Thursday 6/8 Day 2	Friday 6/9 Day 3	Saturday 6/10 Day 4	Sunday 6/11 Day 5
Main Stage			7p - 10p Opening Night				2:00p Myra Flynn
Main Lobby						10:00a FlynnZone	
Flynn Gallery			11:00a - 6:00p Public Hours	11:00a - 6:00p Public Hours	11:00a - 6:00p Public Hours	11:00a - 6:00p Public Hours	11:00a - 9:00p Public Hours
FlynnSpace			5:30p VIP Event				4 - 5p VIP Myra Flynn
Bottom of Church Street Amphitheater #1			11a - 5p School Bands	11a - 5p School Bands	11a - 5p School Bands		
Lower Middle Church Street Amphitheater #2			11a - 5p Schools Bands	11a - 5p Schools Bands	11a - 5p Schools Bands		
Upper Middle Church Street Amphitheater #3			11a - 5p School Bands	11a - 5p School Bands	11a - 5p School Bands		
Top of the Block			11a - 5p Schools Bands (amphitheater)	5p - 10:30p Performances (stage)	11a - 5p Schools Bands (amphitheater)		
City Hall Park BCA Patio			12:30 - 1:30p BCA Programming	12:30 - 1:30p Local Artists	12:30 - 1:30p BCA Programming		
City Hall Park Cement Slab			5:30 - 6:30p FlynnTones				
Waterfront					5 - 10:45p Bands	4 - 10:30p Bands	
Main Street Block Party							4p - 9p Local Artists
Big Joe's			10p - 1a JALC	10p - 1a JALC	10p - 1a JALC	10p - 1a JALC	10p - 1a JALC

**Burlington Jazz Festival
School Bands
Wednesday June 8 – Friday, June 10, 2023**

Overview:

The Flynn Center will invite school bands from across the state to come perform on Church Street as part of the Burlington Discover Jazz Fest that is free to the public. There will be no stages, the students will perform directly on the brick. Audiences will be welcome to dance if the music moves them.

Tickets – Free, no reservation

Time

- June 8, 11a – 5p
- June 9, 11a – 5p
- June 10, 11a – 5p

Locations

- See attached maps. There are 4 different locations on Church Street where the students will perform.

Parking

- Parking at downtown parking garages and streets

Food / Alcohol

- None

Audience

- Families of students and people passing by
- No seating provided

Bathrooms

- None

Trash

- None

Security

- None

Equipment Setup

- No stages
- No tents
- Amplification: Students will bring their own guitar, bass, and keyboard amps as needed.
- Flynn and Marketplace will provide folding chairs
- Flynn will roll out amphitheater set ups for each location (poles with flags)

Staffing

- The Flynn will provide staff to meet the students and make sure the performances stay on time
- Marketplace staff will assist with power, chairs, etc. as needed.

Church Street School Schedule

Church Street Locations
2:30p BCA Patio Programming
3 slots

Wednesday, June 7

12:30 - 1:30 BCA City Hall Park Concert Performance (BCA Patio)												
4 slots												
4 Locations 20min load-out & 20min load-in Lunch Gathering												
Location	10:40	11:00	11:20	11:40	12:00	12:20	12:40	1:00	1:20	1:40	2:00	2:20
Bottom of Church Street		11 - 11:40a	Montpeller HS	11:40 - 12:20p	Montpeller MS					1:40 - 2:20p	Winooski	2:20
Upper Middle of Church Street												2:20 - 3:00p
Upper Middle of Church Street		11 - 11:40a	AMHS							1:40 - 2:20p	Charlotte	3:00 - 3:40p
Top of the Block												3:40 - 4:20p
CA Patio				11:40 - 12:20	Crossett Brook					2:20 - 3:00p	BRWS	3:40 - 4:20p
												4:20 - 5:00p
												5:00 - 5:40
												5:40 - 6:00
												6:00

Thursday, June 8

12:30 - 1:30 Flynn Programmed Performance (BCA Patio)												
3 slots												
20min load-out & 20min load-in Lunch Gathering												
Location	10:40	11:00	11:20	11:40	12:00	12:20	12:40	1:00	1:20	1:40	2:00	2:20
Bottom of Church Street		11 - 11:40a	West Rutland							1:40 - 2:20p	Edmunds ES	2:20
Upper Middle of Church Street												2:20 - 3:00p
Upper Middle of Church Street		11 - 11:40a	Middlebury MS	11:40 - 12:20p	Middlebury HS					1:40 - 2:20p	Rutland HS	3:00 - 3:40p
Top of the Block												3:40 - 4:20p
CA Patio												4:20 - 5:00p
												5:00 - 5:40
												5:40 - 6:00
												6:00

Friday, June 9

12:30 - 1:30 BCA City Hall Park Concert Performance (BCA Patio)												
4 slots												
4 Locations 20min load-out & 20min load-in Lunch Gathering												
Location	10:40	11:00	11:20	11:40	12:00	12:20	12:40	1:00	1:20	1:40	2:00	2:20
Bottom of Church Street		11 - 11:40a	St. Johnsbury							1:40 - 2:20p	EMS	2:20
Upper Middle of Church Street												2:20 - 3:00p
Upper Middle of Church Street		11 - 11:40a	RTES									3:00 - 3:40p
Top of the Block												3:40 - 4:20p
CA Patio												4:20 - 5:00p
CA Splash Dance												5:00 - 5:40
												5:40 - 6:00
												6:00

School Bands Locations Proposal 2023

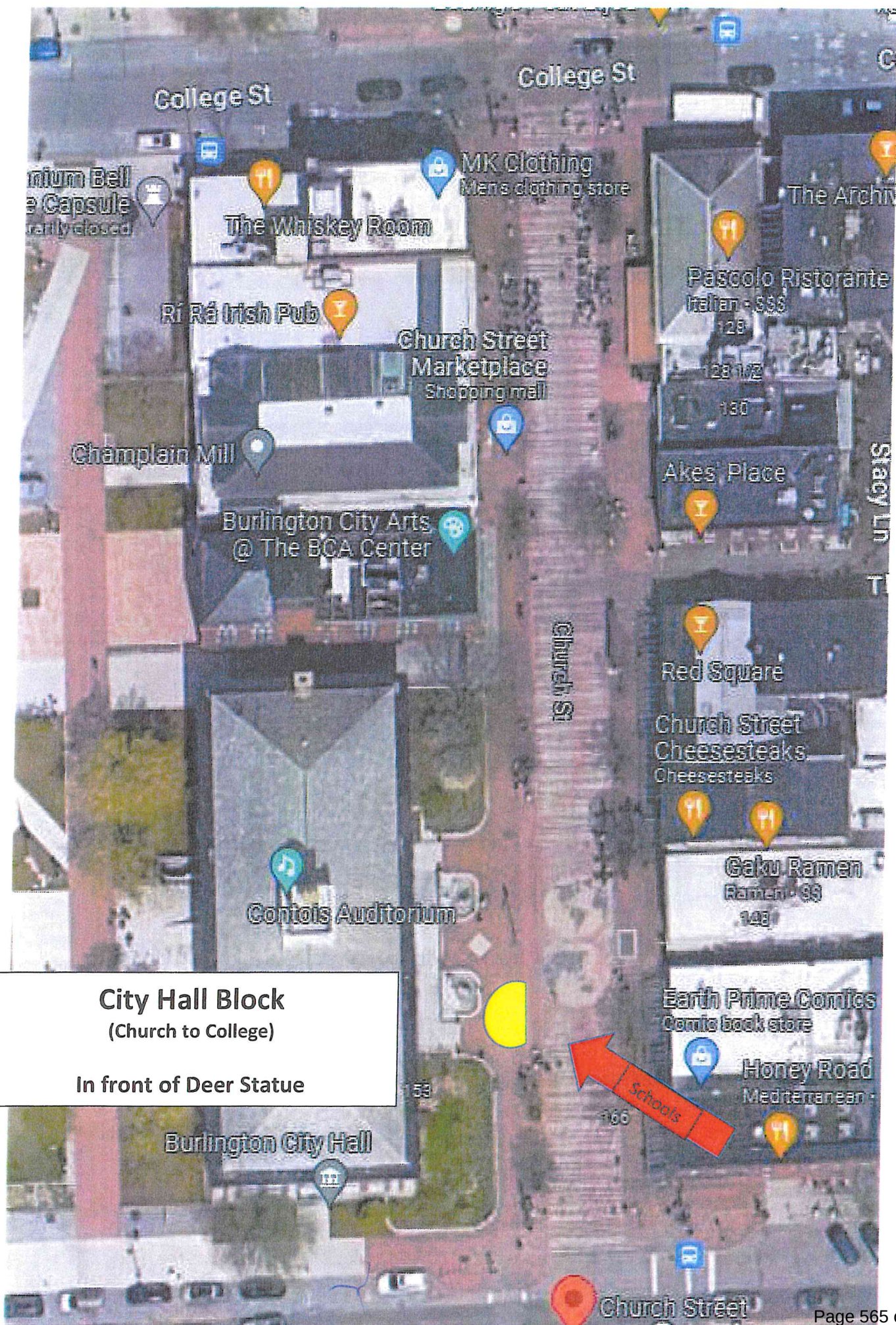
4 Locations on Church Street:

Deer Statue, Old Pascolo's, Mall, Top of Block

1. Deer Statue in front of City Hall



- **Band Set Up:** In front of the Deer Statue and the southern staircase. Bricks in good condition, slant of street is minimal.
- **Bus Drop Off:** Main and Church
- **Rain Location Options:** Contois, BCA Gallery

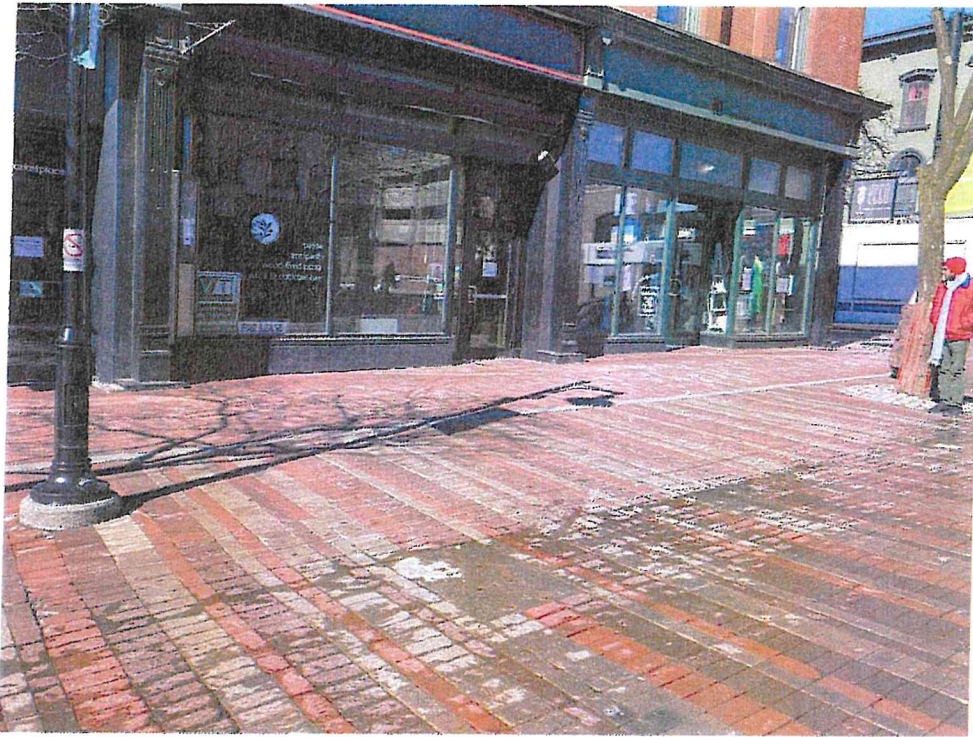


City Hall Block

(Church to College)

In front of Deer Statue

2. Old Pascolo's



- **Band Set Up:** In front of the old Pascolo's Restaurant. Bricks in good condition, slant of street is minimal. Between the tree and the street light.
- **Bus Drop Off:** Bank and Church
- **Rain Location Options:** Inside the old Pascolo's

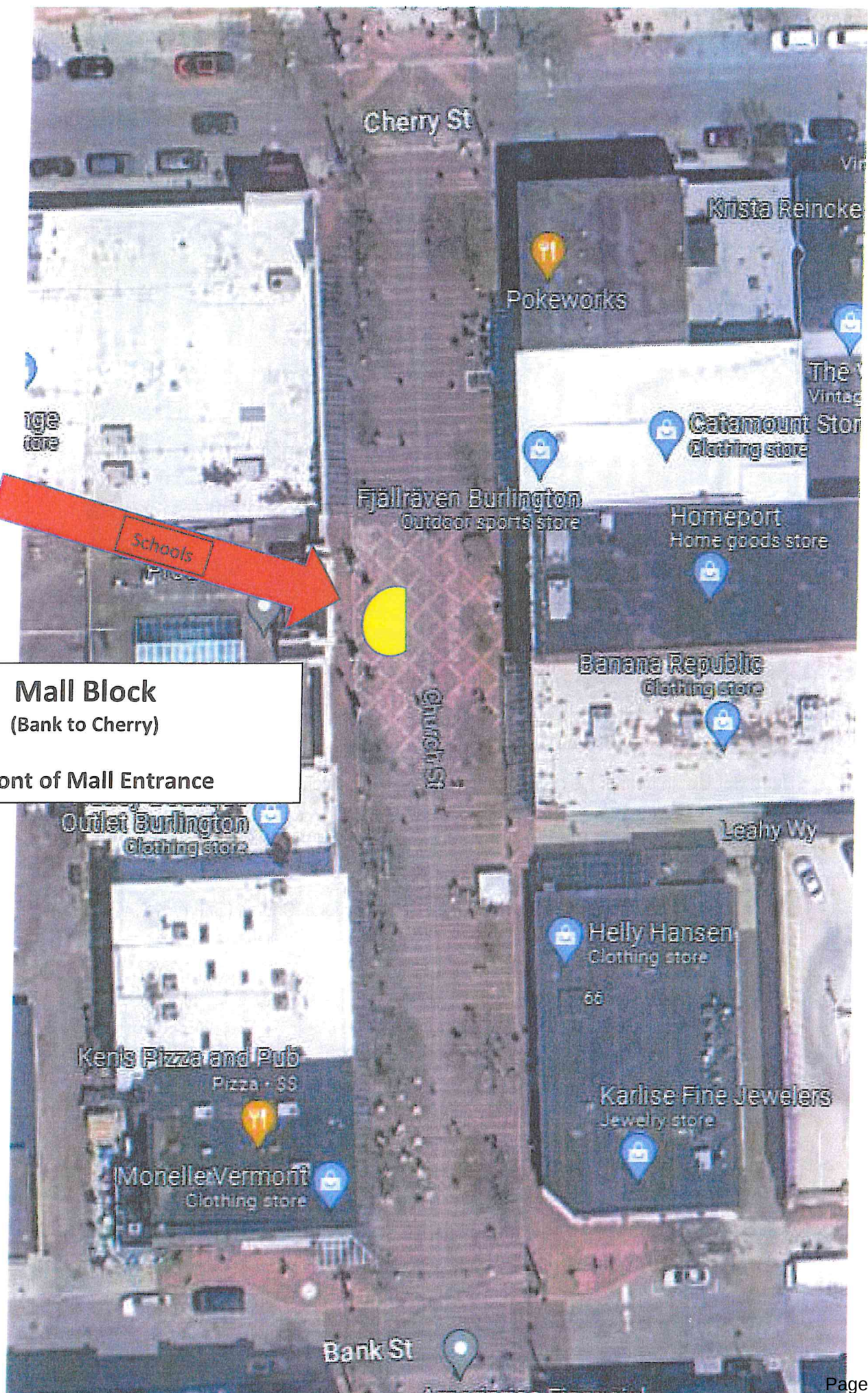


Leunig's Block
(College to Bank)
In front of old Pascolo's

3. Mall



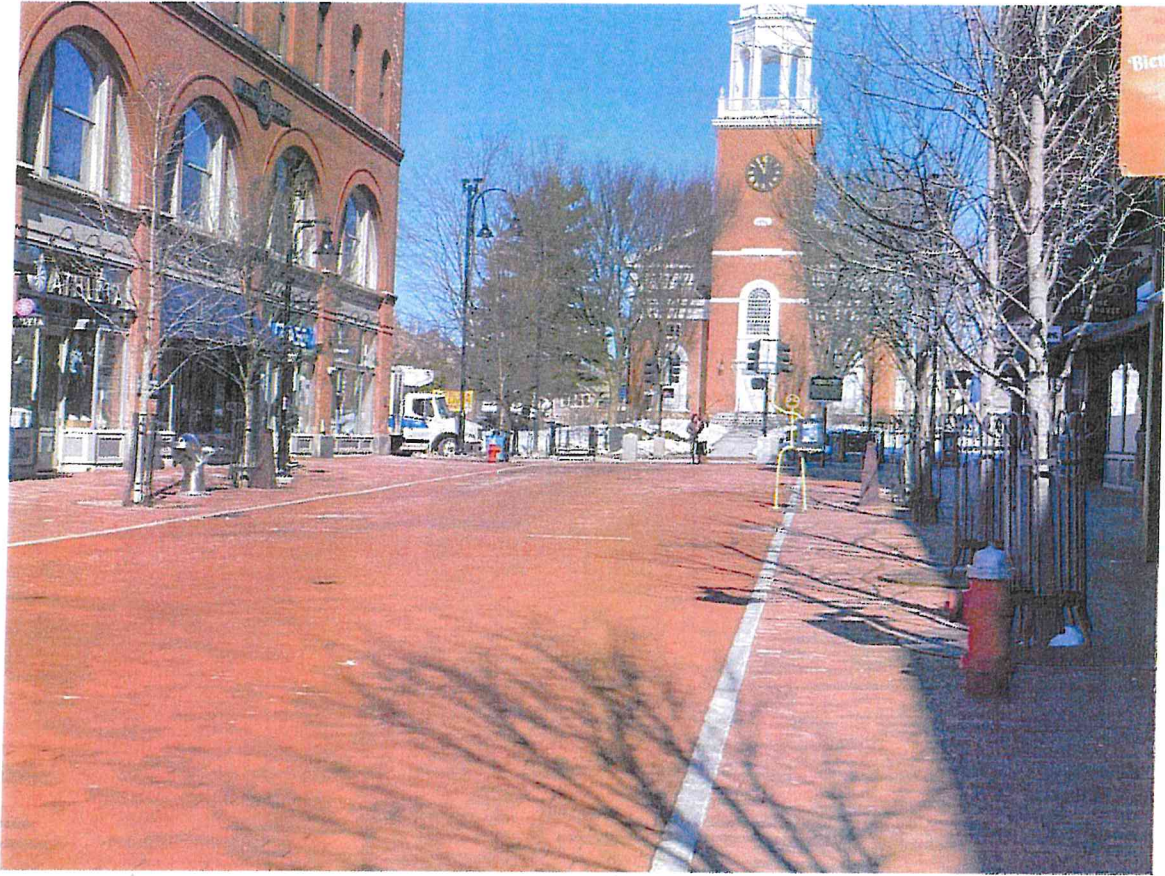
- **Band Set Up:** In front of the mall entrance. Bricks in good condition, slant of street is minimal. Exact same set up as 2022.
- **Bus Drop Off:** Cherry and Church
- **Rain Location Options:** Inside the mall? First Congregational Church (Cherry & S. Winooski)



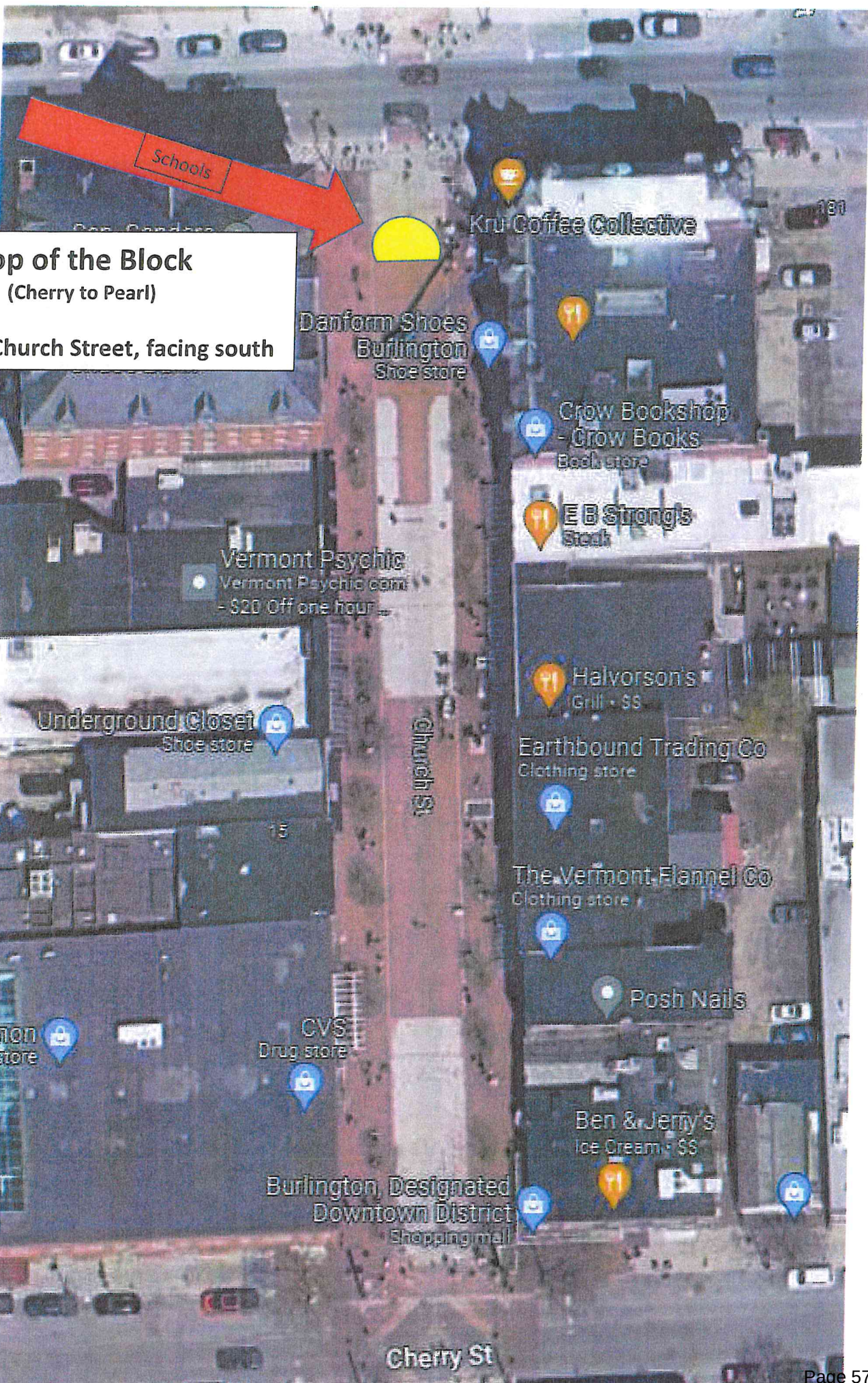
Mall Block
(Bank to Cherry)

In front of Mall Entrance

4. Top of Block



- **Band Set Up:** In the middle of Church Street facing south.
- **Bus Drop Off:** Pearl and Church
- **Rain Location Options:** Unitarian Universalist Church, Swan Dojo



Top of the Block
(Cherry to Pearl)

Center of Church Street, facing south

**Burlington Jazz Festival
Main Street Block Party
Sunday, June 11, 2023**

Overview:

The Flynn Center will close one block of Main Street to produce a free block party concert as part of Burlington Discover Jazz Fest. We are hoping to set up a beer garden where alcohol will be sold. A stage will be set up. Audiences will be welcome to dance if the music moves them.

Tickets – Free, no reservation

Time

- June 11
 - o 8:00a Street Closes
 - o Load-in / Sound Checks
 - o 4p – 9p Performances
 - o Load-out
 - o 12:00a Street Opens

Parking

- Parking at downtown parking garages and streets

Food / Alcohol

- We are hoping that Skinny Pancake will be the food and beverage vendor for the event.
- Security by Chocolate Thunder and/or GMCS
- The beer garden will be double fenced as per DLC regulations
- Security will ID and wrist band 21+ people at the entrance of the beer garden

Audience

- Capacity of approx. 500 people over the course of the 5 hours
- No seating provided

Bathrooms

- None provided

Trash

- Racks of each trash / recycling / compost

Security

- Security will be on site at all times starting at load-in
- Flynn is working with BPD on staffing as well

EMS

- Flynn is working with BFD on EMS services and evacuation plans.

Equipment Setup

- A stage will be set up
- Tents: Yes, tents will be Flynn owned 10 x 10 pop-ups if needed
- Amplification: Yes, Backline and PA system will be rented

Staffing

- The Flynn will provide staff to work this event including a site manager, stage manager, an artist manager, security manager, staff to help load-in and out, and volunteers
- Chocolate Thunder and/or Green Mountain Concert Services will provide the security staffing.



PERMIT

Pursuant to City Ordinance 27-6

DATE OF EVENT: Sunday, June 11, 2023

TIME: 8:00 am-0000

LOCATION: Main Street, between Church Street and St. Paul Street

EVENT: Street Event

ORGANIZATION: Flynn Center for Performing Arts

COORDINATOR/CONTACT INFO: Amy Harting aharting@flynnvt.org

PERMIT ISSUED BY **POLICE DEPARTMENT**. DATE 4/20/23

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- Appropriate barricades and signs will be in place at either end of the road closure to redirect traffic and that are readily removable for emergency vehicles. These barricades should be immediately visible to and prohibit unauthorized vehicles. A person will be assigned to the barricades at all times for immediate removal for emergency vehicles. A vehicle is required as a blockade if the barricades are not sufficient to prohibit vehicle entry.
- Event will comply with all local, State, and Federal laws.
- An approved security company will be hired as well as 2 Police Officers. You can contact the BPOA to hire the 2 Officers for this event.
- Event must adhere to requirements for bagging of meters: Signs posted by 6:00 PM night before they are to be valid. Send email to the following address: Postednoprking@burlingtonvt.gov. This message must include who posted, when posted, and streets posted.
- Must obtain outdoor consumption permits from DLC/Local Control Committee.
- Must have someone verifying legal age for alcohol consumption by photo ID.
- Event will be responsible for litter removal and clean up.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

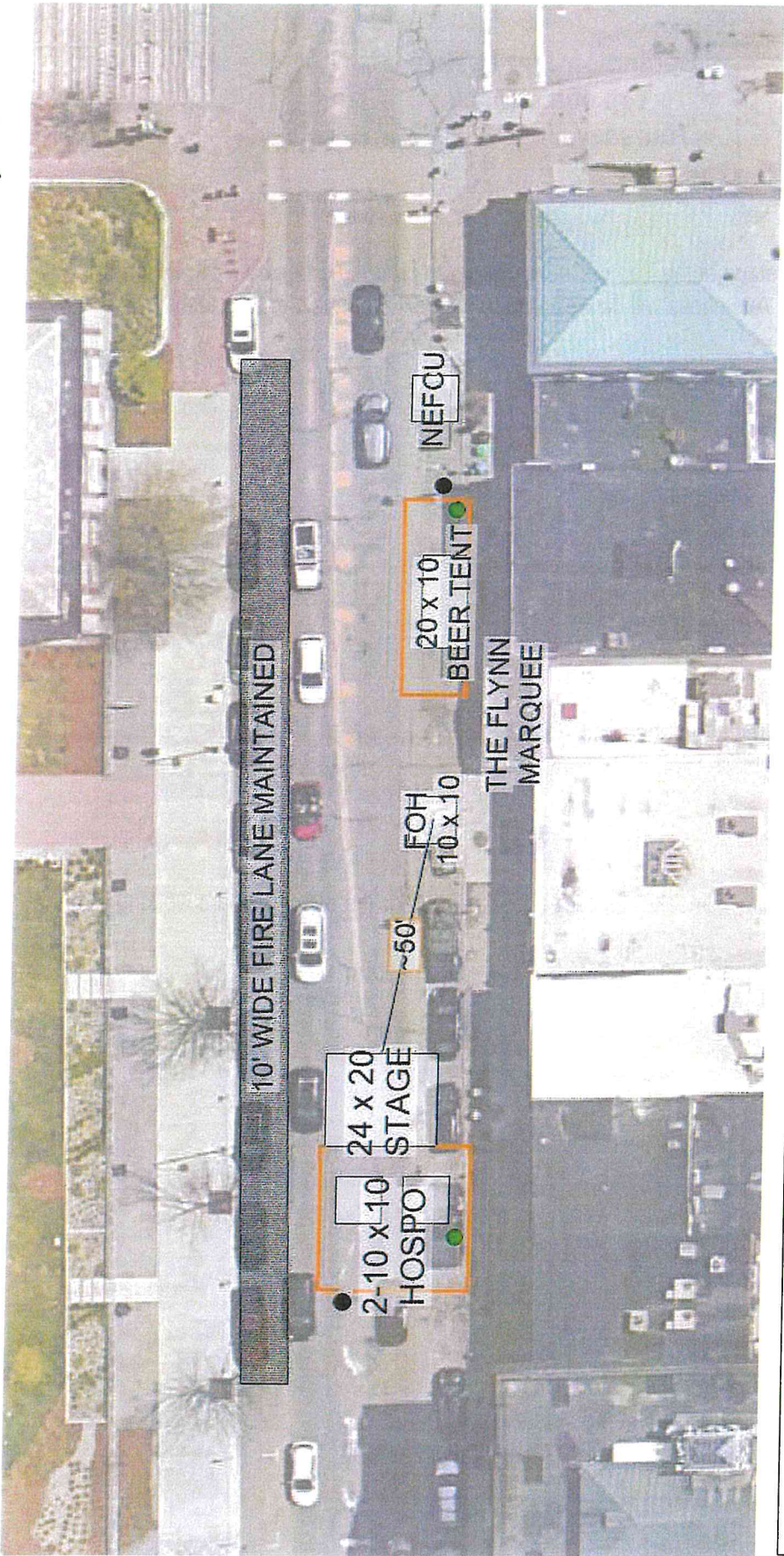
SIGNATURE [Signature] DATE 5/1/23 PHONE 802-652-4564
ADDRESS 133 Main Street, Burlington, VT 05401

Copies to:

Page 1 of 2

- Operations Deputy Chief
- Roll Call Copy
- Posted Uniformed Services
- City Council
- City Attorney
- City Clerk
- Park's Department
- DPW
- Fire Department

BURLINGTON JAZZ FESTIVAL 2023 – MAIN ST STAGE – BURLINGTON, VT



BIKE RACK FENCELINE

TRIO TRASH BINS

SECURITY



**Burlington Jazz Festival
Top of the Block
Thursday, June 8, 2023**

Overview:

The Flynn Center will set up a stage at the Top of Church Street to produce a free concert as part of Burlington Discover Jazz Fest. Audiences will be welcome to dance if the music moves them.

Tickets – Free, no reservation

Time

- June 8
 - o 8:00a Stage Load-In
 - o Load-in / Sound Checks
 - o 5p – 10p Performances
 - o Load-out
 - o 1:00a Clear of Church Street

Parking

- Parking at downtown parking garages and streets

Food / Alcohol

- No alcohol
- We are hoping that Skinny Pancake will be the food vendor for the event. We are working with the Marketplace on this.
- Security by Chocolate Thunder and/or GMCS

Audience

- Capacity of approx. 800 people over the course of the 5 hours
- No seating provided

Bathrooms

- None provided

Trash

- None provided

Security

- Security will be on site at all times starting at load-in
- Marketplace is working with the Flynn with BPD on staffing as well

Equipment Setup

- A stage will be set up
- Tents: Yes, tents will be Flynn owned 10 x 10 pop-ups if needed
- Amplification: Yes, Backline and PA system will be rented

Staffing

- The Flynn will provide staff to work this event including a site manager, stage manager, an artist manager, security manager, staff to help load-in and out, and volunteers
- Chocolate Thunder and/or Green Mountain Concert Services will provide the security staffing.

BURLINGTON JAZZ FESTIVAL 2023 – TOP OF CHURCH ST – BURLINGTON, VT



- BIKE RACK FENCELINE
- TRIO TRASH BINS
- SECURITY



**Burlington Jazz Festival
Waterfront
Friday, June 9 & Saturday, June 10, 2023**

Overview:

The Flynn Center will produce a concert as part of Burlington Discover Jazz Fest that is free to the public. The concert venue will be at the Waterfront Park –greater park area. Alcohol will be sold. A stage will be set up. Audiences will be welcome to dance if the music moves them. The Flynn is working with Richard Bailey on details.

Tickets – Free, no reservation

Time

- June 8
 - o Stage Load in
 - o Vendors Load in
- June 9
 - o Audio Load in / sound checks
 - o 5p – 10:45p Performances (hard stop at 11p with amplified sound)
- June 10
 - o Sound Checks
 - o 4:00p – 10:30p Performances
 - o 10:45p Load Out begins
- June 11
 - o Load out may run into the early morning hours
 - o Vendors Load out complete by Noon

Parking

- Parking on street via meters

Food Trucks

- Food trucks will participate

Audience

- Capacity of approx. 3,000 – 4,000 people each day
- No seating provided

Bathrooms

- Portapotties will be rented and set up
- 25 standard and 4 ADA and 5 handwashing stations
- ADA accessible bathroom

Trash

- 1 10-yard trash dumpster with locks, 2 10-yard recycle dumpster with locks
- Compost totes
- 20 racks of each trash / recycling / compost

Alcohol - Yes

- Alcohol will be served by Higher Ground
- Security by Chocolate Thunder and GMCS
- Entire venue is double fenced
- Security will ID and wrist band 21+ people at the line for the bar

Security

- Security will be on site at all times starting overnight on June 8 and through the load-out on June 11
- Flynn is working with BPD on staffing as well

EMS

- Flynn is working with BFD on EMS services and evacuation plans.

Equipment Setup

- Large stage will be set up by Atomic
- Tents: Yes, tents are being provided by VT Tent.
- Amplification: Yes, Backline and PA system will be rented through Atomic

Staffing

- The Flynn will provide staff to work this event including a site manager, stage manager, an artist manager, security manager, staff to help load-in and out, and volunteers
- City staff will be on site to assist in the placement of equipment, tents, egress areas, etc.
- Atomic staff will be on site to manage the stage and audio equipment
- Chocolate Thunder and Green Mountain Concert Services will provide the security staffing.

Burlington Discover Jazz Festival
Waterfront June 9 & 10, 2023
Frequently Asked Questions

Is it free?

Yes! All events at the waterfront are free of charge. No reservations or tickets required.

Am I guaranteed admittance?

The events are first come, first serve.

What time are the performances each day?

Friday, June 9: Performances from 5p – 10:45p

Saturday, June 10: Performances from 4p – 10:30p

What time do the gates open each day?

Friday, June 9 – Gates open at 4:00p

Saturday, June 10 – Gates open at 3:00p

Is there re-entry?

Yes, however you will have to get back in line and wait to re-enter if the park is at capacity.

Can I bring a blanket or chair?

Yes! Blankets and chairs are encouraged and welcomed.

Can I bring a bag?

Yes, there will be a security check point which includes a bag check.

Where do I get my ID checked?

You will show your ID if you are 21+ and want to drink alcohol when you get in line at the bar. Security will put a wristband on you at this time as well.

Will there be food?

Yes, we will have a variety of food trucks at the event.

Will there be alcohol?

Yes, with Credit Card Only (no cash).

Can I bring outside food in?

Yes.

Can I bring outside beverages?

Each person is allowed one sealed bottle of water. No other drinks and no alcohol is allowed to be brought inside.

Are there ATM's inside the gate?

No ATM's

What is your Covid Policy?

These events are outside. No masks or proof of vaccination required.

Where can I park?

We highly recommend car-pooling and parking away from the festival to walk to the event.

What if it rains?

The concert will be moved inside to the Flynn Theatre.

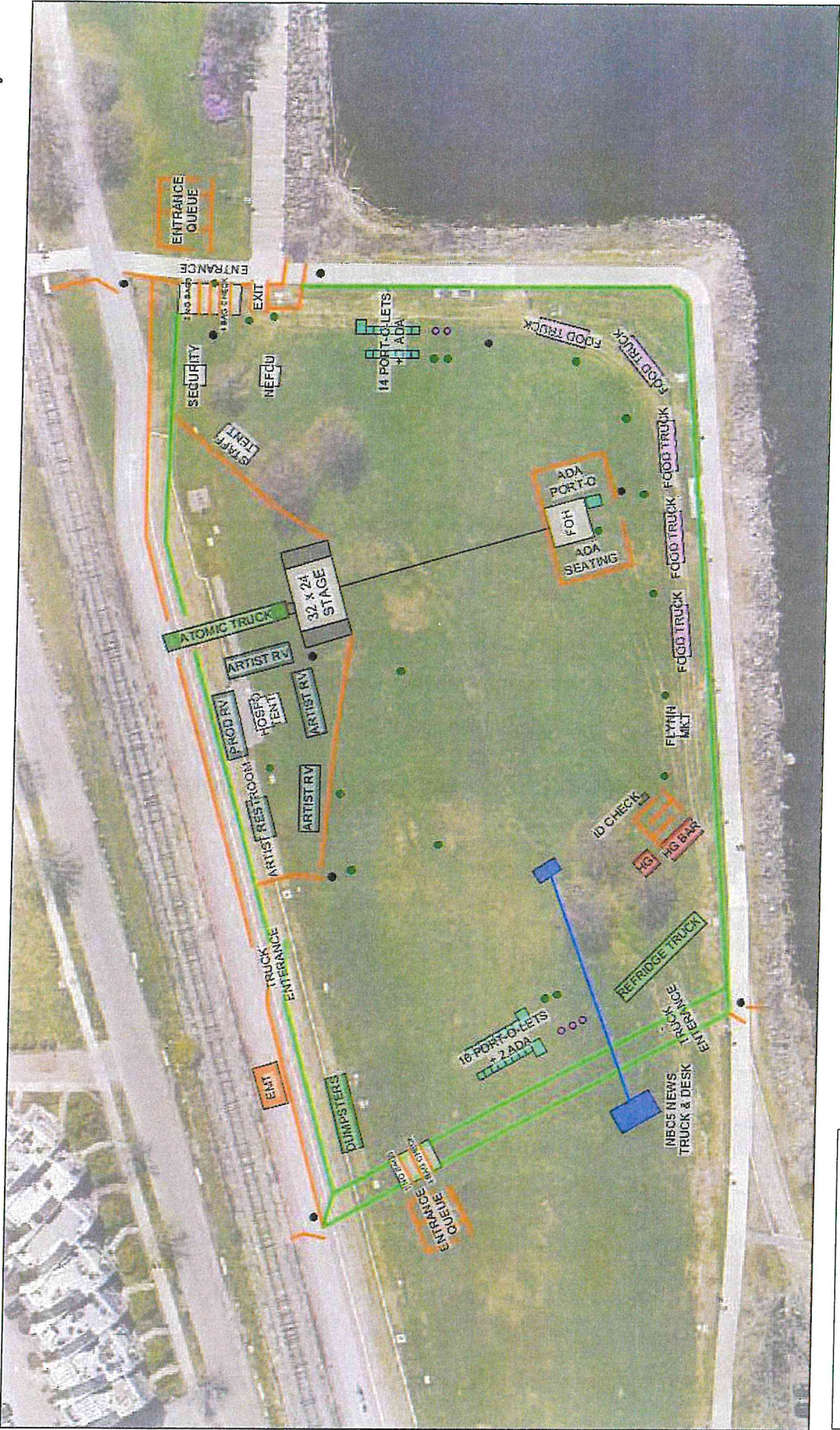
What Can I bring?

- 1) Chairs
- 2) Sunscreen
- 3) Small bag
- 4) Personal umbrella
- 5) Point-and-shoot cameras
- 6) Food
- 7) One bottle of sealed water
- 8) Medications and prescriptions
 - a. Please bring a valid photo ID that matches the name printed on your prescription

What Can't I bring?

- 1) Bags larger than 20"x20"x10"
- 2) Glass containers
- 3) Coolers
- 4) Beach Umbrella
- 5) Lasers
- 6) Un-sealed beverages
- 7) Alcoholic beverages
- 8) Firearms
- 9) Tools including knives
- 10) Professional audio, photography and video equipment
- 11) Pets
- 12) Pop-up tents
- 13) Drones

BURLINGTON JAZZ FESTIVAL 2023 – WATERFRONT PARK – BURLINGTON, VT



FLYNN

May 2, 2023

Lori Olberg
Licensing, Voting and Records Coordinator
149 Church Street
Burlington, VT 05401
lolberg@burlingtonvt.gov

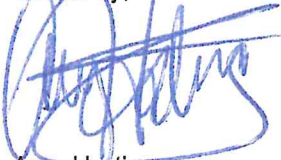
Dear Lori,

Thank you very much for your assistance in helping us fill out the correct permit applications for the JazzFest.

Please find included the City of Burlington Umbrella Entertainment Permit Application for JazzFest40 which takes place from June 7 – 11, 2023. Included with the application is a full festival calendar along with maps and the \$25 application fee. Please note that all this information is up to date as of today and is still a work in progress.

Please let us know if you have any questions or need further information.

Sincerely,



Amy Harting
Producer
The Flynn Center for the Performing Arts
aharting@flynnvt.org
802-652-4554



Fee \$25.00

May 1, 2023 ---- April 30, 2024

**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 Citizen Cider LLC
2. D/B/A (Business Name) Citizen Cider 3. Bus. Phone (802) 881-7043
4. Business Address 316 Pine St. Suite 114 Burlington, VT 05401
5. Mailing Address SAME AS ABOVE
6. Contact person Matthew Perry 7. Contact Phone (802) 233-5110
8. Email contact address Matt.perry@citizencider.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 6/24/23
4. Proposed Hours for this Special Event ~~10pm - 1am~~ 1pm - 5pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
~~180~~ Citizen Cider Press House 180 Flynn Ave.
Burlington, VT 05401 - in parking lot

For this Proposed location please answer the following questions:

- a) Occupancy Load 800-1000 b) # of Restrooms 5 c) # of Egresses 4
d) Date of last Fire/Safety Check throughout the day 6/13/22 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

pd check # 17734 to 5/4/23
\$75.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description An Outdoor event, bands will be playing music
to the folks in the parking lot. Chocolate Thunder Security
on site, Food Trucks, Artist Market and 2 small
bars will be setup. The event itself runs from
1pm - 5pm

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: 5/3/23

SIGNATURE OF APPLICANT Matthew Perry

PRINT NAME: Matthew Perry

RELATIONSHIP TO BUSINESS Event Coordinator

OFFICE USE ONLY

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

At their meeting of 5/3/23, the Burlington City Council License Committee recommended
Approval X Denial _____

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

PORTO PORTIES

180 Flynn Ave 6/24/23 + 10/11/23

1 BAR 1

LOADING DOCK / STAGE 1

ARTIST MARKET

EMPLOYEE ONLY ENTRANCE

Event Area

35' deep

Event Entrance Security Entrance

FOOD TRUCKS

70' BARRIER



Fee \$25.00

May 1, 2023 ---- April 30, 2024

**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 Citizen Cider LLC
2. D/B/A (Business Name) Citizen Cider 3. Bus. Phone (802) 881-7043
4. Business Address 316 Pine St. Suite 114 Burlington, VT 05401
5. Mailing Address SAME AS ABOVE
6. Contact person Matthew Perry 7. Contact Phone (802) 233-5110
8. Email contact address matt.perry@citizen-cider.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 9/9/23
4. Proposed Hours for this Special Event 6pm - 10pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Citizen Cider Pub Parking Lot
316 Pine St. Burlington, VT 05401

For this Proposed location please answer the following questions:

- a) Occupancy Load 1000-1500 b) # of Restrooms 5 c) # of Egresses outside
- d) Date of last Fire/Safety Check 6/13/22 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

Pacheco 17734
Lo 5/4/23 \$75.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description Art Hop Friday Night. Bands will be playing
music to the folks in the parking lot. Chocolate
Thunder Security on site. 2 small bar, small
artists Market.

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: 5/3/23

SIGNATURE OF APPLICANT Matthew Perry

PRINT NAME: Matthew Perry

RELATIONSHIP TO BUSINESS Event Coordinator

OFFICE USE ONLY

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

At their meeting of 5/3/23, the Burlington City Council License Committee recommended
Approval X Denial _____

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

316 Pine St.

9/8/23

LOADING DOCK / STAGE

CIDER

PUB

4 bathrooms

STAIRS

ALREADY LICENSED
AREA

Extra space we're
requesting to permit for
Art Hop
12' wide - 27' Deep

PARKING LOT

ENTRANCE /
SECURITY

35/819

16914 J15

[E 3421 200 34200]

14010

844

3420011 142311A

A 1500

14010

14010

1900 - 2000

104 11000 0.4 10000000

104 11000

1900 1000 - 2000

10000000

10000000

10000000



Fee \$25.00

May 1, 2023 ---- April 30, 2024

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 Citizen Cider LLC
2. D/B/A (Business Name) Citizen Cider 3. Bus. Phone (802) 881-7043
4. Business Address 316 Pine St. Suite 114 Burlington, VT 05401
5. Mailing Address SAKE AS ABOVE
6. Contact person Matthew Perry 7. Contact Phone (802) 233-5110
8. Email contact address matt.perry@citizencider.com

PART II
OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 10/14/23
4. Proposed Hours for this Special Event 1pm - 5pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
1 Citizen Cider Press House 180 Flynn Ave
Burlington, VT 05401 - in parking lot

For this Proposed location please answer the following questions:

- a) Occupancy Load 800-1000 b) # of Restrooms 5 c) # of Egresses 4
- d) Date of last Fire/Safety Check throughout the day 6/13/22 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

pdchuk# 17734 do 5/4/23
157

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

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

Description An Outdoor Event, bands will be playing
music to the folks in the parking lot. Chocolate
Thunder Security on site. Food trucks, artist's Market
and 2 small bars will be set up.

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: 5/3/23

SIGNATURE OF APPLICANT Matthew Perry

PRINT NAME: Matthew Perry

RELATIONSHIP TO BUSINESS Event Coordinator

OFFICE USE ONLY

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

At their meeting of 5/3/23, the Burlington City Council License Committee recommended
 Approval X Denial _____

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

180 Flynn Ave 6/24/23 + 10/14/23

PORTO POTRIES

BAR

LOADING DOCK / STAGE

ARTIST MARKET

BATHROOM EMPLOYEE only entrance

Event Area

35' deep

Event Entrance Security Entrance

FOOD TRUCKS

70' BARRIER

25/53 + 10/14/53

24/2/08

100

100-100000

CRANE ROCK

140

32

60100 60112

5713848.05

2-1-19



Fee \$25.00

May 1, 2023 ---- April 30, 2024

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

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name The Switchback Beenworks, inc
2. D/B/A (Business Name) Switchback Brewing Co. 3. Bus. Phone (802) 651-4114
4. Business Address 160 Flynn Ave, Burlington 05401
5. Mailing Address PO Box 4210, Burlington 05406
6. Contact person Amy Lieblein 7. Contact Phone (802) 651-4114
8. Email contact address Amy@SwitchbackVT.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No Tap Room has inside and outside entertainment permit 2023
3. Proposed Date(s) for this Special Event July 11, July 18, July 25, 2023
4. Proposed Hours for this Special Event 5:30 - 8:00
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Lawn on brewery property - see attached figure

For this Proposed location please answer the following questions:

- a) Occupancy Load 500 b) # of Restrooms 4 c) # of Egresses 2
- d) Date of last Fire/Safety Check 4/20/23 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

Switchback staff as security

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description Dog Days of Summer Events with/to benefit
Bellcate School. outside bar, food trucks, local
vendors and stage with ^{band!} amplified music. Raffle /
silent auction to benefit Bellcate School. Family
centric event. No more than 500 people at one
time.

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: 5/10/23

SIGNATURE OF APPLICANT Amy Lieblein

PRINT NAME: Amy Lieblein

RELATIONSHIP TO BUSINESS Employee

OFFICE USE ONLY

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

At their meeting of 5/3/23, the Burlington City Council License Committee recommended

Approval X Denial _____

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

FINAL LAYOUT SUBJECT TO CHANGE





Fee \$25.00

May 1, 2023 ---- April 30, 2024

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

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name The Switchback Beerworks, Inc.
2. D/B/A (Business Name) Switchback Brewing Co. 3. Bus. Phone (802) 651-4114
4. Business Address 160 Flynn Ave, Burlington 05401
5. Mailing Address PO BOX 4210 Burlington 05406
6. Contact person Amy Lieblein 7. Contact Phone (802) 651-4114
8. Email contact address Amy@switchbackvt.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No our tap room
3. Proposed Date(s) for this Special Event August 12th, 2023
4. Proposed Hours for this Special Event 3-8pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
lawn on brewery property. See attached figure.

For this Proposed location please answer the following questions:

- a) Occupancy Load 2000 b) # of Restrooms 11 c) # of Egresses 2
- d) Date of last Fire/Safety Check 4/20/2023 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

↳ Chocolate Thunder

\$25.00 Security already hired.

pd chkr #23329 to 5/23/23 1

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description Switchback's 21st Birthday Bash. Two bands playing on a stage. Live performers - jugglers, stilt walkers (securing own permits), food trucks, makers market with local vendors, outdoor bar + raffle/silent auction to benefit VT works for women and Agewell. This is a family friendly event. No more than 2000 ~~people~~ people throughout event - not all at one time.

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: 5/10/23

SIGNATURE OF APPLICANT Amy L.

PRINT NAME: Amy Heblein

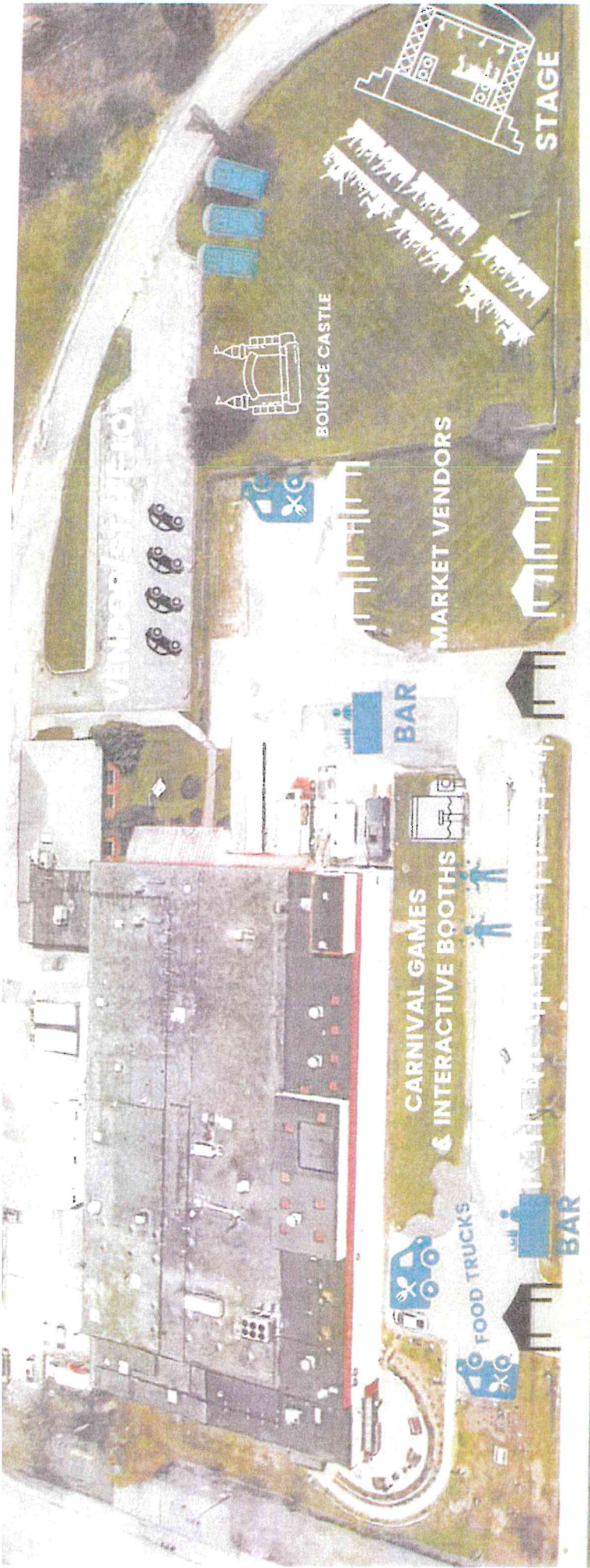
RELATIONSHIP TO BUSINESS Employee

OFFICE USE ONLY

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

At their meeting of 5/31/23, the Burlington City Council License Committee recommended
Approval X Denial _____

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



FINAL LAYOUT SUBJECT TO CHANGE

Resolution Relating to

APPOINTMENT OF DR. SPENCER BLACKMAN TO THE
CITY OF BURLINGTON’S BOARD OF MEDICAL
EXAMINERS

RESOLUTION_____

Sponsor(s): Carpenter

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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

That WHEREAS, the City of Burlington Code of Ordinance Section 24-59, Designation of Medical
Examiners, explains that the City Council shall appoint members to the Board of Medical Examiners; and
WHEREAS, Dr. Spencer Blackman has agreed to and is qualified to serve as Medical Examiner; and
WHEREAS, the Human Resources Director recommends appointing Dr. Spencer Blackman to the City
of Burlington Board of Medical Examiners for a two-year term expiring June 30, 2025; and
NOW, THEREFORE, BE IT RESOLVED that this City Council appoints Dr. Spencer Blackman to
the City of Burlington Board of Medical Examiners. This appointment is effective June 5, 2023 and expire on
June 30, 2025.

LR/HR/Resolutions 2023/ APPOINTMENT OF DR. SPENCER BLACKMAN TO THE CITY OF BURLINGTON’S BOARD OF MEDICAL
EXAMINERS/06.01.05

Board of Finance and City Council Submission Checklist

Department: Human Resources Submitter: Lynn Reagan

Title/Subject: Medical Examiner

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/17/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/5/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
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	Sarah Carpenter



HUMAN RESOURCES DEPARTMENT

City of Burlington

200 Church Street, Suite 102, Burlington, VT 05401

To: City Council

From: Lynn Reagan, Human Resources

Date: June 5, 2023

Re: Designation of Medical Examiner

The City of Burlington Code of Ordinance Section #24-59, Designation of Medical Examiners, explains that the City Council shall appoint members of the Board of Medical Examiners.

Champlain Medical Urgent Care recently hired a new physician; Dr. Spencer Blackman. The Human Resources office is recommending the appointment of Dr. Blackman to the Board of Medical Examiners for the City. We are seeking approval for a two year appointment expiring on June 30, 2025.

Dr. Blackman has agreed to serve as Medical Examiners for the City, if approved. Curriculum Vitae for each is attached and the expectations of a Medical Examiner are listed below. Contact information for the physician:

Dr, Spencer Blackman, M.D.
Champlain Medical Urgent Care
150 Dorset Street
South Burlington, VT 05403
Phone: (802) 448-9370

Medical Examiner Expectations

The City of Burlington relies heavily on its Medical Examiners for support and resources relating to Fit for Duty Exams and Pre-Employment examinations. Below are the primary ways in which the Board of Medical Examiners has been utilized by the City of Burlington Human Resources Department in the past:

- Pre-employment exams:
 - Review medical history and job description to determine if the candidate is “medically qualified for the position.”
- Medical Exams supported by City Ordinance Section 24-1:
 - Fit for Duty Exams for the purpose of determining the need for continuation of leave under the City of Burlington’s Short-Term Disability and Workers’ Compensation policies.
 - Fit for Duty Exams required under Burlington City Ordinance, Personnel Section 24.
- Disability Retirement:
 - Medical exam and records review for the purpose of providing an opinion regarding disability for the City of Burlington Retirement Board.

Thank you for your consideration

Spencer L. Blackman, M.D.

47 Crescent Terrace. Burlington VT 05401

(415) 948-9348 / SpencerBlackman@gmail.com

Education

Northern California Faculty Development Fellowship, University of California, San Francisco (2009-2010)

Residency in Family and Community Medicine, University of California, San Francisco (2003 - 2006)

M.D., University of Miami Miller School of Medicine, Miami, FL (1997 - 2003)

B.S. in Zoology, University of Florida, Gainesville, FL (1992 - 1995)

Employment

National Director, Provider Learning and Development (2014 – Present) One Medical, San Francisco, CA

Primary Care Provider (1/2010 – 8/2015) One Medical San Francisco, CA

(9/2015 - Present) University of Vermont, Burlington, VT

Virtual Provider, HIMMS/HERS (2018 - 2019)

Regional Medical Director (2011 - 2013) One Medical, San Francisco Bay Area

Primary Care Provider (1/2007 - 1/2010) Mills Peninsula Medical Group, Burlingame, CA

Physician, Injury Center (7/2006 - 10/2009) Kaiser Permanente Medical Group, San Francisco, CA

Urgent Care Physician (7/2006 - 10/2009) John Muir Medical Group, Walnut Creek, CA

Student Health Physician (7/2006 - 7/2008) Tang Center, University of California Berkeley, CA

Teaching Activities

University of Vermont Larner College of Medicine, TopMed faculty and FCM clerkship clinical preceptor (2017 to present)

University of California San Francisco, FCM clerkship preceptor (2010 to 2015)

Academic Appointments

Adjunct Clinical Faculty (2010 - 2015) Department of Family and Community Medicine, University of California, San Francisco

Other Positions and Employment

Science Teacher (1995 - 1997) Gulliver Prep School Miami, Florida

Board Certification

Diplomate, American Board of Family Medicine (2006 - Present)

Medical License

Vermont license 042.0013274 (expires 11/30/2024)

Professional Memberships and Activities

Expert Reviewer, Medical Board of California (2009 - 2016)

Committee Assignments and Administrative Services

Director of Clinical Learning Sessions, National Meeting (2014-Present) One Medical

Primary Care Scholarship Committee (2014 - Present) One Medical

Senior Editor, Big Medical News and Case of the Week (2013 - Present) One Medical

Residency Admissions Committee, Department of Family and Community Medicine (2003 - 2004)
University of California, San Francisco

Co-Chair, Integrative Medicine Student Society (1999 - 2000) University of Miami Miller School of Medicine

Member, Integrative Medicine Curriculum Committee (1999 - 2000) University of Miami Miller School of Medicine

Educational Activities

Precept internal medicine residents (2014-2015) University of California, San Francisco

Precept third-year medical students (2008-2015) University of California, San Francisco

Facilitator, Foundations of Patient Care (2011-2014) University of California, San Francisco

Lead, Grand Rounds (2011-2013) One Medical, San Francisco, CA

Presentations

One Medical

Managing Atherosclerotic Cardiovascular Disease Risk Screening in Primary Care Overdiagnosis
Handling Difficult Patient Encounters Update on Vitamin D Deficiency Controversies and
Conversations in Breast Cancer Screening Providing Effective Feedback

Heartmath Webinar

Managing Depression in Primary Care – An Integrative Approach

University of California, San Francisco

Management of Depression in Primary Care Preventing Complications of Central Venous Catheterization The Role of Vitamin D in Health and Illness Moxibustion for the Correction of Breech Presentation Counseling for Women Considering Vaginal Birth after Cesarean Section

University of Miami Miller School of Medicine

The Placebo Effect

Articles and Publications

Entrepreneur.com

Avoiding the “Tech 20” How to Be More Productive by Working Less Low-Cost Ways to Keep Your Team Healthy Unhealthy Habits to Break in 2015 Tips for Staying Healthy in an Open Office How to Curb the Stress Factor at Your Startup

One Medical Patient Blog

How to Stay Healthy During Allergy Season Don’t Let Your iPad Ruin Your Sleep 6 Tips for Staying Healthy in an Open Office 6 Tech Tools for Better Posture

MyLifetime.com

Tummy Troubles Save Your Skin This Summer Crazy for Caffeine

Research Experience

Ligand binding site characterization of a nicotinic acetylcholine receptor

University of Miami School of Medicine, Charles Luetje, Ph.D., 1999 Screening fractionated Conus snail venom for inhibition of cyclic-nucleotide-gated ion channels.

University of Miami School of Medicine, Richard Kramer, Ph.D., 1999 Genetic basis of symptom anticipation in patients with hypophosphatemic rickets,

University of Miami School of Medicine, Lisa Baumbach, Ph.D., 1997 Characterization of an aspartic protease isolated from Plasmodium Falciparum, University of Florida, John B. Dame, PhD., 1993-95

Resolution Relating to

APPOINTMENT OF DR. SPENCER BLACKMAN TO THE
CITY OF BURLINGTON’S BOARD OF MEDICAL
EXAMINERS

RESOLUTION 6.28

Sponsor(s): Carpenter
Introduced: 06/05/23
Referred to: _____
Action: adopted
Date: 06/05/23
Signed by Mayor: 06/07/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the City of Burlington Code of Ordinance Section 24-59, Designation of Medical
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13 LR/HR/Resolutions 2023/ APPOINTMENT OF DR. SPENCER BLACKMAN TO THE CITY OF BURLINGTON’S BOARD OF MEDICAL
14 EXAMINERS/06.01.05

* * * * *

DISTRIBUTION:

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

HR, Lynn Reagan

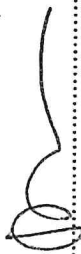
ORIGINAL

RESOLUTION RELATING TO

Appointment Of Dr. Spencer Blackman To The City Of Burlington's Board Of Medical
Examiners

Adopted by the City Council

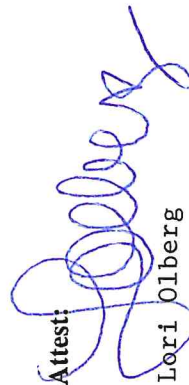
June 5, 2023

 Clerk

Approved  2023 Mayor

Vol. Page

Attest:


Lori Olberg

Licensing, Voting and Records Coordinator

* * * * *

MEMO

To: Burlington City Councilors

Cc: Mayor Miro Weinberger
CAO Katherine Schad
Acting City Attorney Kim Sturtevant

From: Karen Paul, City Council President

Re: Addition of June 26, 2023 City Council Meeting

When we voted on the Council meeting calendar for the remainder of 2023 to Organization Day 2024, we scheduled two meetings in June. The second meeting on June 20 would only allow us 5 days from receipt of the Mayor's Recommended Budget for FY24 to review and pass this important document.

Under Rule 5a of our Rules, a scheduled meeting is to be proposed by the council president and approved by the full Council. In view of this timing, I would request that we amend our calendar to add a meeting on June 26.

Thank you for your consideration.

Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator

	Meeting Date	Type of Document
1	7/12/2021	Resolution: Parks Arts And Culture Committee To Create A Dog Task Force
2	10/18/2021	Resolution: Police Oversight And Accountability Authorities To Police Commission To Alter The Police Disciplinary System
3	12/5/2022	Communication: Pike Porter, re: Fw: Greenhouse Gas, CAP resolution draft for your consideration
4	2/6/2023	Ordinance: Comprehensive Development Ordinance ZA-23-01 South End Innovation District Overlay
5	2/6/2023	Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board
6	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Ward 2/3 NPA Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium
7	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington
8	4/17/2023	Communication re Winooski Avenue Corridor Study Implementation Update

9	5/15/2023	Resolution: BTV Solar Eclipse 2024
10	5/15/2023	Resolution: Process For Updating Sheltering on Public Lands Policy Given The Rise in Homelessness And The End Of The Motel Voucher Program

NOTE: These resolutions relate in part to the work of the Joint Committee (Ordinance and Charter Change) in their work on polic

NOTE: These communications are both regarding the Shelburne Street Roundabout naming after Tony Reddington

CITY COUNCIL ACCOUNTABILITY LIST

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

1-Jun-23

Action Requested	Updated Next Steps in the Process
report due back to the City Council from the task force	4/29/2022; This timeline was amended to year end 2022; UPDATE as of 1/30/2023: The Task Force will present a report to PACC at its next meeting UPDATE: Task Force will be presenting their report to the Council on March 27, 2023 UPDATE: Final report will come to the Council in June 2023.
CA office to draft ordinance with language as per the resolution, with the ordinance to be referred to the Ordinance Committee, amendment to FY22 to include legal counsel for the Police Commission, referral to Charter Change to hold meetings with community and stakeholder input on moving disciplinary authority from the Chief of Police to a body independent from BPD that may include the Commission with the possibility of a Charter change for consideration.	NOTE: This item was never added to this Accountability List in October 2021. It is being added as of February 10, 2023. Draft ordinance was done by then-CA Richardson in March 2022, presented to the Police Commission in April 2022 and the PC responded with comments to the draft. By May 2022, CA Richardson and other staff left. This draft and PC comments must be followed up on and then referred to the Ordinance Committee. Question on resolved clause lines 103 to 105 to be followed up on. Charter Change Committee was to hold meetings with community and stakeholders with referral of language back to the Council. UPDATE: Draft ordinance was referred to Joint Committee of Ordinance and Charter Change in April 2023.
referred to TEUC	not-specified; UPDATE as of 1/30/2023, Airport presented emissions information at the TEUC meeting in March, ongoing item at TEUC
referred to Ordinance Committee	UPDATE: First meeting scheduled for April 19.
upon defeat of the ballot item on Community Control of Police, that proposed Charter language of Control Board, mayor's December 2020 Charter amendment, October 18, 2021 resolution, related ordinance language from City Attorney in April 2022 be referred to Ordinance and Charter Change Committees for review, robust public input on disciplinary authority of Chief, oversight role of the police commission with referral back to full council by June 1, 2023	3/9/2023 - chairs of Ordinance and Charter Change to meet with Council President to discuss joint meetings, stakeholder and robust public input, beginning early April. UPDATE: Meeting dates being determined for late April and into May. UPDATE: first meeting to be held May 4. UPDATE: Meetings scheduled in May, Report to come to the Council on June 5.
refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
refer the communication to TEUC for further review	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
refer the communication to TEUC in order to work with the Administration on the plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposal to address the transportation and neighborhood needs arising from the evaluation	

the City Council requests that the event planning staff in Burlington City Arts, Business and Workforce Development, and the Burlington Parks, Recreation and Waterfront Department provide regular updates to the City Council Parks, Arts, and Culture Committee regarding planning for this event, including but not limited to, developing a page on the City’s website with visitor data, coordinating with local organizations on events in the area, and city-sponsored events to celebrate the eclipse in collaboration with area schools, scientific organizations, and/or other groups celebrating the arrival of the exclipse. Staff to update the Parks, Arts, and Culture Committee in July or August 2023 and in January 2024 with a full plan for the event.	
The City Council asks CDDO to provide the CDNR committee with research and community and city staff engagement on best practices and potential pathways to take to improve the status quo on three topics at the CDNR May, June, July 2023 meetings – respectively: 1) The current sheltering on public lands policy 2) Chittenden County sheltering options when shelter capacity has been reached; and, 3) Storage and bathroom access. CDNR committee shall obtain feedback from relevant stakeholders, including the State of Vermont, and report back on the discussion of best practices and potential pathways as well as recommended actions to the City Council on August 14, 2023, Administration and the City Council will work with our state legislative delegation to find additional funding to assist Burlington and other municipalities to find resources to alleviate the full cost of supporting the unhoused on city services; and the City Council requests the Administration convene a meeting of community organizations and City staff responsible for serving unhoused community members to inform a Work Session at the June 5th City Council meeting regarding the City’s response to addressing houselessness.	

e oversight and accountability.

6/3/23

Dear Councilors:

It's most unfortunate, stubborn, and irresponsible that the mayor has effectively declared Jon Murad to be a permanently "acting" chief as a strategy to at some point have it his own way by finally getting seven votes from the Council. This has not been fair to Murad or to the community and ignores the best interests of both.

If the mayor's strategy succeeds, we will not be moving forward, but sideways at best. Acting Chief Murad's behavior in threatening the arrest of a surgeon in the operating room — in the very midst of that surgeon's caring for a gunshot victim — is only the latest in a series of incidents that cast a pall on making his appointment permanent.

His involvement with the mayor in attempting to use their joint influence to change the coroner's report finding that Douglas Kilburn's death was a homicide is equally concerning. His condoning of side gigs using department resources while claiming his department to be so understaffed that public safety was at risk is another breach that fails to square with the high standards Burlington should expect from its Chief of Police.

Politicizing public safety is a common practice among police unions advocating for members, but it's not common or appropriate among police chiefs who must be neutral and apolitical leaders to be effective and trusted in the community.

As acting chief, Jon Murad has politicized public safety routinely — so much so that the ACLU felt compelled to write a letter in objection and rebuttal. The recent successful campaign to maintain the deeply flawed status quo and reject community oversight of the police is another example of enlisting fear and misinformation to politically leverage public safety.

The City's payouts in the Kilburn and Bellavance cases and now another in the Meli case (\$750,000!) demonstrate forcefully and financially that the status quo has failed. Jon Murad has refused to acknowledge this, despite having plenty of time and opportunity to become the leader and the face of genuine reform in the BPD.

Caryn and I have witnessed Jon's defensiveness ourselves — though on matters less weighty than social and racial justice. The police had broken up a party attended by more than a hundred undergrads in our neighborhood. The noise ordinance specifies that everyone on the lease be issued a ticket and that the property owner be notified, but only one ticket was issued and the owner was not notified.

Jon held that the officer's discretion superseded the ordinance and he was not even familiar with the ordinance requirement that the property owner be notified. The upshot according to Jon was that problems with noise in our neighborhoods were not nearly as severe as they used to be, so what's *our* problem?

I raised the issue of underage drinking and of providing alcohol to minors and Jon was incredulous that I would even imagine that a police department would be concerned about such things. I checked V.S.A. and learned that the potential penalty for providing alcohol to minors involved years in jail and/or substantial fines. I guess this is not a negligible offense under the law.

The upshot for us was that Jon had no interest in even a tweak to make things better on this issue — or in following the ordinance as written. The status quo was fine with him.

I'm not suggesting that too much be made of this anecdote. Jon Murad's response was disappointing, but not surprising. It's a common type of response from authorities in bureaucracies and organizations of every kind. As with his serious lapse of judgment at the hospital when life may have been at stake, it shows a reflexive impulse to serve the interest of the organization even when that conflicts with serving the public.

Of course a chief needs the support of the officers, but a chief also needs to make those officers better than they would be without that chief's leadership. That requires a firm commitment to serving the community first. Jon Murad has taken sides; he has not demonstrated a firm, clear, community-first commitment.

I do wish I could support him; I do wish this were over. I imagine that the mayor believes he has the votes. I imagine him loyal to Jon and vice versa, and loyalty is often good and admirable, but not when it conflicts with other essential values. Jon, to his credit, has apologized to the surgeon, but that does not erase the flawed judgment that made the apology necessary nor other instances of a related stripe.

Appointing Jon Murad as Burlington's permanent police chief would be risky if not reckless: it's not in the least clear that he is right for the job—even though he has been *in* the job for some time. And the Council is clearly in a difficult position because there's been no recent search for an alternative. It's understandable that many of us just want to "get 'er done" as some might say.

But the significant changes we desperately need in our approach to public safety are not changes Jon Murad seems disposed or equipped to develop and implement. The three quarter million settlement — timely with respect to the decision before you — speaks loudly on this issue.

Best,

Michael Long

<https://www.sevendaysvt.com/vermont/burlington-chief-threatened-to-arrest-doc-who-was-treating-gunshot-victim-hospital-says/Content?oid=37959257#:~:text=The%20surgeon%20repeatedly%20ordered%20officers,with%20the%20city%27s%20police%20commission.>

<https://www.sevendaysvt.com/vermont/murad-used-menacing-tone-and-threatened-to-cuff-surgeon-complaint-says/Content?oid=37993193>

<https://www.sevendaysvt.com/OffMessage/archives/2021/09/09/aclu-accuses-burlington-officials-of-running-a-campaign-of-misinformation>

<https://www.acluvt.org/en/news/aclu-statement-spread-misinformation-burlington-policing-debate>

Lori Olberg

From: City of Burlington Vermont
Sent: Monday, June 5, 2023 3:41 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: JENNIFER A FRANCOEUR

Reply to e-mail Address: jfrancoe@uvm.edu

Subject: BTV crime and council support for citizen safety through essential law enforcement

Message: This a plea is to all members of City Council to (re)commit to making safety in our city a priority. It is critical to the health of our community. I have lived in Burlington 12+ years and have worked here 40+ years - my sense of personal safety has continued to decline dramatically during the past ~6 years (pre-COVID). Frequent car breaking-ins continue along with bike and other theft; graffiti and other defacement is expanding, road races and fire-crackers wake up neighborhoods ... and worse. It seems that with so many recent city counselors tightly focused on the needs of those considered "most vulnerable," a sense of peace and well-being is being lost for us all - the whole Burlington community has grown more vulnerable.

Many say "what's happening in BTV is happening everywhere since COVID." Sure, but not to the same degree, as links below, and no doubt other reports, suggest.

Please, now is the time to act boldly, with wisdom and care for the health of our whole community. Please make it a priority to fill safety and law-enforcement positions and to appoint a permanent BPD chief with no less than the same extraordinary level of experience and commitment shown by acting chief Murad. Thanks for giving all of us who actively care about the health of our city - the essential role of every city counselor - your very best.

<https://www.neighborhoodscout.com/vt/burlington/crime#:~:text=With%20a%20crime%20rate%20of,here%20is%20on%20in%2025>

<https://www.areavibes.com/burlington-vt/crime/>

And one from 2019 suggests the ongoing nature of the problem:

<https://247wallst.com/city/crime-in-burlington-vermont/>

Submitted on Monday, June 5, 2023 - 15:41 from IP address: 2601:197:4401:a8f0:74ef:685e:6af:c7ab

Check IP address location: <https://viewdns.info/iplocation/?ip=2601:197:4401:a8f0:74ef:685e:6af:c7ab>

Questions about this form? e-mail webmaster@burlingtonvt.gov

First Amendment to Second Amended and Restated Development Agreement

This First Amendment to Second Amended and Restated Development Agreement (this “Amendment”) is entered into as of June 6, 2023 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Background

- A. The Parties entered into that certain Second Amended and Restated Development Agreement, dated November 9, 2022 (“ARDA 2.0”), to facilitate Owner’s development of the CPP Property and the City Property with the Revised Project.
- B. Also on November 9, 2022, the Parties entered into that certain CityPlace – ARDA 2.0 Escrow Agreement (the “ARDA 2.0 Escrow Agreement”), through which the Parties placed into escrow with the Escrow Agent (as defined therein) certain documents in connection with the implementation of ARDA 2.0.
- C. The Parties, acting through their designated representatives as provided in Section 20 of ARDA 2.0, entered into that certain Letter Agreement dated as of January 15, 2023 to memorialize the Parties’ understanding with respect to certain milestones to have been accomplished under the Agreement by such date (the “January 15 Letter Agreement”).
- D. Section 4(c) of ARDA 2.0 sets forth certain conditions which were to have been met by various specified dates precedent to the City’s obligation to issue TIF debt as anticipated in ARDA 2.0.
- E. Certain of such conditions were timely met, but certain other of such conditions will not be met in time for the City to issue TIF debt by the legislatively prescribed deadline of June 30, 2023.
- F. The Parties now wish to amend ARDA 2.0 (i) to address the terms and conditions by which the City would extend the time for the satisfaction of certain conditions of ARDA 2.0 and issue TIF debt on an interim basis pending satisfaction of such unsatisfied conditions, and (ii) to provide for other matters as described herein.

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Recitals / Defined Terms. The background recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein. Any initially capitalized term used in this Amendment and not otherwise defined in this Amendment shall have the meaning provided for such term in ARDA 2.0.
2. Ratification of January 15 Letter Agreement. The City and Owner each hereby ratify and affirm the January 15 Letter Agreement and incorporate the terms of the January 15 Letter

Agreement into ARDA 2.0. Any express conflict between the terms of the January 15 Letter Agreement and ARDA 2.0 will be resolved in favor of the January 15 Letter Agreement. Except as expressly modified by the terms of the January 15 Letter Agreement, the terms of ARDA 2.0 remain in full force and effect. As used herein the term “ARDA 2.0” means the ARDA 2.0 as amended by the January 15 Letter Agreement.

3. TIF Financing.

a. ARDA 2.0 Conditions to TIF Debt Issuance. ARDA 2.0 sets forth certain conditions, including but not limited to those set forth in Section 4(c) of ARDA 2.0, to be met by various specified dates precedent to the City’s obligation to incur TIF debt as anticipated in ARDA 2.0.

i. The Parties acknowledge that the following conditions have been timely met:

1. The January 15 Letter Agreement memorialized certain interim milestones required under ARDA 2.0 to have been met by that time, including the Parties’ agreement as to the Final Budget and the TIF Eligible Costs to be allocated and distributed pursuant to the TIF Waterfall (each of which, the Parties acknowledge, remain subject to further, mutual modification);
2. Owner timely provided to the City, and the City timely submitted to the Vermont Economic Progress Council (“VEPC”), a TIF Construction Contract and completion guaranty evidencing Owner’s commitment to construct not less than \$50 million of private development on the CPP Property;
3. VEPC has timely issued all required approvals/confirmations relating to the structure of the TIF debt; and
4. Owner timely Commenced Construction, and has since performed Continuous and Ongoing Construction, of the Podium Phase of the Revised Project pursuant to the TIF Construction Contract therefor.

ii. The Parties further acknowledge that certain other conditions precedent to the City’s obligation to incur TIF debt as anticipated in ARDA 2.0 have not been met as of the Effective Date and will not be met prior to June 30, 2023 – the last day pursuant to State legislation by which the City may issue TIF debt. The Parties acknowledge that the unmet conditions precedent remain unmet because Owner has yet to finalize its development or financing plans for the Revised Project beyond the Podium Phase. As a result of that fact, as of the Effective Date, the City is unable to determine the Available TIF Amount because the Available TIF Amount is intended to be determined based on the tax increment that would be generated by more than the Podium Phase of the Revised Project. Stated another way: although Owner has provided a TIF Construction Contract in an amount sufficient to satisfy the

conditions to issuance of TIF debt, Owner has yet to enter into TIF Construction Contracts (or related financings and performance assurances as required under ARDA 2.0) to demonstrate sufficient future tax increment to support the issuance of TIF debt.

- iii. The Parties acknowledge that (1) ARDA 2.0 expressly provides the City the right (to be exercised, or not, in the City's sole and absolute discretion) to waive (in whole or in part) or extend the dates by which the unmet conditions of Section 4(c) of ARDA 2.0 must be completed, and (2) the City cannot waive or modify the legislatively prescribed deadline for the City to issue the TIF debt by June 30, 2023.
- b. Interim TIF Financing. The City has determined that, subject to the terms of this Amendment, the City may issue TIF debt through an interim financing vehicle (the "Interim TIF Debt") and in so doing remain fully compliant with the legislative requirements and VEPC approvals for the issuance of the TIF debt prior to June 30, 2023. The issuance of the Interim TIF Debt would, in effect, provide Owner additional time to finalize its development and financing plans for the Revised Project and thus allow the City additional time to determine the Available TIF Amount on which the City may issue permanent TIF debt. The City agrees to issue the Interim TIF Debt on or before June 30, 2023 subject to the following terms and conditions and provided Owner is not in default of ARDA 2.0, as amended:
 - i. The Interim TIF Debt will be in the principal amount of \$18,840,000 and will mature on May 31, 2024. The Interim TIF Debt will not allow for prepayment.
 - ii. Owner will pay the City's TIF Borrowing Costs as required pursuant to Section 4(c)(ii)(D) of ARDA 2.0 with respect to the Interim TIF Debt.
 - iii. On or prior to June 7, 2023, Owner will satisfy the condition set forth in Section 4(c)(ii)(F) of ARDA 2.0 with respect to the Interim TIF Debt as follows:
 - 1. The City anticipates that the gross Expected TIF Borrowing Costs with respect to the Interim TIF Debt will be approximately \$760,000 payable in a single installment at maturity.
 - 2. Owner will establish an irrevocable escrow account (the "TIF Debt Escrow Account") to be held by [_____] (the "TIF Debt Escrow Agent") pursuant to the form of escrow agreement attached hereto as Exhibit A (the "TIF Debt Escrow Agreement").
 - 3. Owner will initially fund the TIF Debt Escrow Account with \$500,000 in cash (the "Minimum Escrow Balance").
 - 4. Subject to applicable law and in the City's sole and absolute determination, the City may invest the proceeds of the Interim TIF

Debt issuance in an interest bearing account.

5. Owner acknowledges that the City is willing to accept an initial Minimum Escrow Balance in an amount that is less than the full amount of the Expected TIF Borrowing Costs in anticipation that the City will earn interest income on the proceeds of the Interim TIF Debt. If at any time while the Interim TIF Debt is outstanding the interest rate the City earns on the proceeds of the Interim TIF Debt drops below two percent (2%), CPP shall, within fifteen (15) business days following notice of the same from the City, increase the Minimum Escrow Balance to an amount equal to \$760,000.
 6. The City will credit any net income earned by the City through the investment of the proceeds of the Interim TIF Debt against Owner's obligation to pay TIF Borrowing Costs with respect to the Interim TIF Debt.
 7. On or before March 31, 2024, the City will invoice Owner for the total amount of TIF Borrowing Costs expected to be due at maturity of the Interim TIF Debt, less any net income earned by the City for the respective period through the investment of the proceeds of the Interim TIF Debt (the "Net TIF Borrowing Costs"). On or before June 1, 2024, the City will invoice Owner for any remaining Net TIF Borrowing Costs incurred by the City through maturity of the Interim TIF Debt and not previously reimbursed by Owner.
 8. Owner will pay the City such invoiced amounts within fifteen (15) business days of Owner's receipt of the invoices, and the Owner may draw on the TIF Debt Escrow Account to do so. If Owner fails to timely pay any properly invoiced amount(s), the City shall have the right to demand payment from the TIF Debt Escrow Account, and pursuant to the TIF Debt Escrow Agreement, the TIF Debt Escrow Agent shall pay the City such amount(s) within five (5) business days of TIF Debt Escrow Agent's receipt of the City's demand.
 9. The TIF Debt Escrow Agreement will terminate upon final satisfaction by Owner of the TIF Borrowing Costs incurred with respect to the Interim TIF Debt and any remaining funds, if any, in the TIF Debt Escrow Account shall be returned to CPP within fifteen (15) days of such satisfaction of the TIF Borrowing Costs incurred.
- iv. If Owner fails to timely satisfy the conditions set forth in above in this Section 3(b), the City, in addition to all of its remedies under ARDA 2.0, as amended, and otherwise at law or in equity, shall have no obligation to issue the Interim TIF Debt, and the City shall not be obligated to reimburse Owner, and Owner shall have no right to reimbursement from the City, for TIF Eligible Costs. In no event shall Owner's failure to timely satisfy all of

the above-stated conditions eliminate, diminish, or otherwise affect the obligation of Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project.

- c. Permanent TIF Financing. If the City issues the Interim TIF Debt, the Parties further agree as follows (if the City does not issue the Interim TIF Debt then this Section 3(c) will be of no force or effect):
- i. Owner will proceed diligently to enter into TIF Construction Contracts (and related financings and performance assurances as required by ARDA 2.0) for the other Phases of the Revised Project, including, without limitation, the full scope of the Public Improvements consistent with Owner's obligation to complete the Public Improvements prior to the Outside PI Completion Date.
 - ii. Thereafter, the City will determine the Available TIF Amount in coordination with Owner following the City's receipt of sufficient information (e.g. applicable TIF Construction Contracts) from Owner to enable the City to make such determination.
 - iii. Subject to Section 3(c)(iv) below, following satisfaction of the conditions set forth in Sections 3(c)(i) and (ii) above, if ever, and provided Owner shall not be in default of any material obligations under ARDA 2.0, as amended, the City will, upon maturity of the Interim TIF Debt, refinance the Interim TIF Debt by issuing new interim TIF debt or permanent TIF debt in an amount that is supportable by the Available TIF Amount. Owner will remain obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same have been extended by the City as provided in Section 3(d) below), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt or permanent TIF debt, and the Parties will cooperate to amend the TIF Debt Escrow Agreement if necessary to address the new interim TIF debt or permanent TIF debt.
 - iv. Notwithstanding anything to the contrary, if (A) the conditions set forth in Sections 3(c)(i) and (ii) above are not satisfied prior to March 31, 2024, and/or (B) Owner defaults under ARDA 2.0, as amended, the City will have, in addition to all of its remedies under ARDA 2.0, as amended, and otherwise at law or in equity, no obligation to issue further TIF debt including, without limitation, the permanent TIF debt, and the City shall not be obligated to reimburse Owner, and Owner shall have no right to reimbursement from the City, for TIF Eligible Costs. In no event shall the failure of the above-stated conditions to be satisfied eliminate, diminish, or otherwise affect the obligation of Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project.
- d. Extension of ARDA 2.0 Conditions to TIF Debt Issuance. Pursuant to its reserved authority under ARDA 2.0, the City hereby extends the time to satisfy any unmet

conditions to the issuance of the TIF debt set forth in Section 4(c) of ARDA 2.0 to March 31, 2024. If Owner is in default of ARDA 2.0, as amended, then in such event (in addition to the City's other remedies under ARDA 2.0, as amended, and at law and in equity) the City may unilaterally impose new deadlines for the satisfaction of any such unmet conditions.

4. Additional Agreements and Covenants.

- a. Owner represents to the City that Owner will Commence Construction of one or more of the building tower Phases(s) of the Revised Project (i.e. a Phase subsequent to the Podium Phase) on or before July 31, 2023.
- b. OFAC Representation: Each Party represents to the other that it is not a designated party or otherwise a party restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List, or similar list maintained by OFAC) or under any statute, executive order or other similar governmental action (collectively the "Sanction Laws"); to the best of that Party's knowledge it is not owned directly, or indirectly by such persons or entities, will not knowingly engage in any dealings or transactions or be otherwise associated with such persons or entities, and; it has in place processes and procedures reasonably designed to comply with any Sanction Laws that it, or this Agreement is subject. This Section 4(b) will not apply to any person or entity to the extent that such person or entity's interest is through a U.S. Publicly-Traded Entity and the interest in the relevant party is less than 10 percent (10%). As used in this Agreement, U.S. Publicly-Traded Entity means a person, other than an individual, whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person ("U.S. Publicly-Traded Entity"). Each Party agrees to timely cooperate with the other Party to provide documentation confirming the representations made in this Section.
- c. In reference to Section 25(a) of ARDA 2.0 (and by way of amendment to the January 15 Letter Agreement), the Parties have determined that the City must deliver notice to Owner of the City's Grant Funding Election no later than September 15, 2023.
- d. The Parties agree that the "Initial Transaction Documents" (as defined in the ARDA 2.0 Escrow Agreement) have been released from escrow. The Parties acknowledge and agree that the "MPI Transaction Documents" remain in escrow as of the Effective Date and that the terms of the ARDA 2.0 Escrow Agreement remain in full force and effect and will survive any transfer of the CPP Property.
- e. Owner has made application to the DRB for an amendment to the Revised Project to accomplish the following modifications to the Revised Project as it is anticipated by ARDA 2.0:

- i. The Revised Project will no longer include a rooftop observation deck as anticipated by Recital H and Section 2(f) of ARDA 2.0. In lieu of the rooftop observation deck, the Revised Project will include street level gender-neutral restrooms for use by the public. The location and operation of such restrooms will be as shown in or otherwise addressed by the Revised DRB Approval, and Owner will work with CEDO to address any concerns with respect to the use and operation of such restrooms.
- ii. Instead of the +/- 427 residential housing units referenced in Recital H of ARDA 2.0 and the 424 residential housing units referenced in Section 2(b) of ARDA 2.0, among the other uses described in Recital H of ARDA 2.0, the Revised Project would allow for a range of +/- 400-495 residential housing units and +/- 140 hotel rooms within a maximum total of +/- 730,000 square feet and no more than 10 stories.

Subject to the final, unappealable approval by the DRB of such modifications, the City agrees that Recital H and Section 2(f) of ARDA 2.0 will be considered amended by this Amendment to account for the modifications described in Sections 4(e)(i) and 4(e)(ii) above, and the terms “Revised Project” and “Revised DRB Approval” will thereafter mean the Revised Project and the Revised DRB Approval as so modified. The amendment to the Revised Project and the Revised DRB Approval accomplished by this Section 4(e) is limited to the express modifications as set forth herein.

- f. Section 4(d)(iv) of ARDA 2.0 expressly provides that Owner is not entitled to reimbursement of TIF Eligible Costs on a progress basis. The City has agreed to allow a conditional exception to that provision and hereby agrees that the following sentence is added to the end of Section 4(d)(iv) of ARDA 2.0:

“Notwithstanding the foregoing, if the Owner (A) has entered into and closed construction financing for one or more guaranteed maximum price TIF Construction Contract(s) for (1) the entirety of at least two building tower Phases of the Revised Project and (2) the entire scope of the Public Improvements consistent with the Final Budget (less any portion of the entire scope of the Public Improvements that the City has elected to undertake through its Grant Funding Election, if made), and (B) has entered into performance assurances that are satisfactory to the City (in the City’s sole reasonable discretion) to secure performance under such TIF Construction Contract(s), then and in such event, the City will agree to process progress payments to reimburse Owner for agreed-upon TIF Eligible Costs, provided that (x) any such reimbursement will be subject to and made in accordance with the TIF Waterfall (e.g. the City will not reimburse Tier 2 costs under the TIF Waterfall until Tier 1 costs have been fully reimbursed), (y) any such reimbursement will be limited by the amount of TIF debt that the Revised Project would reasonably support based on the TIF Construction Contract(s) that Owner has then entered into, and (z) any such reimbursement will be subject to the requirements of this Agreement for release of funds as well as City directed protocol/requirements for documentation, lien release, retainage, timing for

payment, etc.

- g. Estoppel Certificate. A Party shall execute and deliver, from time to time upon not less than ten (10) business days' prior written notice from any other Party, a certificate stating (i) that ARDA 2.0 is unmodified and in full force and effect (or, if modified, stating any such modification and that ARDA 2.0 is in full force and effect as modified), (ii) any amounts due and payable with respect to shared costs or any other sum due under ARDA 2.0, and (iii) whether to the best of its knowledge any Party is in default in any respect under ARDA 2.0 and, if so, specifying such default.
5. Ratification of ARDA 2.0. Any conflict between the terms of this Amendment and ARDA 2.0 will be resolved in favor of this Amendment. Except as expressly modified by the terms of this Amendment, the terms of ARDA 2.0 remain in full force and effect and are hereby ratified and affirmed by the Parties. Except as expressly set forth herein, this Amendment does not waive or modify any rights or obligations under ARDA 2.0. Owner agrees that the City's limited agreement in this Amendment to extend the time for the satisfaction of certain conditions set forth in the ARDA 2.0 will not be construed to require the City to grant any future such extension or modification.
6. Counterparts. This Amendment may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though one originally executed document. Signatures to this Amendment transmitted by electronic means shall be valid and effective to bind the Party so signing.

Signature Page to Follow

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

CITYPLACE PARTNERS LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2023 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires:
Commission Number:

CITY OF BURLINGTON

By: _____
Name: Miro Weinberger
Title: Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____. 2023 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me _____
Notary Public
Commission Expires:
Commission Number:

Exhibit A
Form of Escrow Agreement
[attached behind]

22058902.7

Entertainment License · Add to a project



Expiration Date

Active

CTE-23-13

* Recommended for approval @ 5/31/23 / county
JS



Details

Submitted on May 3, 2023 at 5:41 pm



Attachments

0 files



Activity Feed

Latest activity on May 3, 2023

New



Applicant

Jeffrey Sonin

0



Location

19-21 Church Street, Burlington, VT 05401



Timeline

Add New ▾

Entertainment License Fee Payment

Due Now

May 03

City Council Approval

Review



Indoor Entertainment License Issuance

Document

Standard Entertainment Conditions

Document

Establishment Information

Entry of all information with an asterisk * is required.

pd.chk # 1243 JS
\$100.00 5/18/23

Establishment Name (DBA) * ⓘ

MothershipVt

Establishment Street Address *

19 Church St

Establishment City, State Zip *

Burlington Vt 05401

Establishment Phone * ⓘ

8028653724

Establishment Owner (Legal Name) * ⓘ

Jeffrey Sonin

Legal Owner Mailing Street Address *

328 N Winooski Ave

Legal Owner Mailing City, State Zip *

Burlington Vt 05401

Contact Person Name * ⓘ

Phinneus Sonin

Contact Email Address *

phinneussonin@gmail.com

Contact Phone * ⓘ

8028653724

Application Information

Entry of all information with an asterisk * is required.

License for Indoor or Outdoor or Both *

Indoor

Occupant Load *

120

Number of Restrooms *

2

Number of Egresses *

4

Date of Last Fire Safety Inspection *

11/01/2021

Dancing by Patrons *

Yes

Amplified Music *

Yes

Indoor entertainment Types; Check all that Apply

Indoor Entertainment Types

Live Instrumental Music



Live Vocal Music



Jukebox / Boom Box / Ipad



Disc Jockey



Karaoke



Floor/Stage Show Entertainment



Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition



Readings



Stage Play / Pantomime



Comedian



Dance Performance



Contests / Games / Amusements



Movies



Other ?



Indoor Entertainment Proposed Days; Check all that Apply

Indoor Entertainment Days

Sunday



Monday



Tuesday



Wednesday



Thursday



Friday



Saturday



Indoor Entertainment Hours

Indoor Entertainment Hours

Please select proposed daily start and end times for entertainment. If a Day is not shown, check the corresponding Day for Entertainment box above.

Sunday Start Time *

12:00 Noon

Sunday End Time *

8:00 PM

Monday Start Time *

5:00 PM

Monday End Time *

10:00 PM

Tuesday Start Time *

5:00 PM

Tuesday End Time *

10:00 PM

Wednesday Start Time *

5:00 PM

Wednesday End Time *

10:00 PM

Thursday Start Time *

5:00 PM

Thursday End Time *

12:00 Midnight

Friday Start Time *

5:00 PM

Friday End Time *

2:00 AM

Saturday Start Time *

12:00 Noon

Saturday End Time *

2:00 AM

VT Division of Liquor Control Licenses

Identify any of the State DLC Licenses below that are required for the Establishment.

First Class Liquor License *

No

Second Class Liquor License *

No

Third Class Liquor License *

No

Outside Consumption Permit *

No

Certification

I certify that this application has been examined by me, and is, to the best of my knowledge and belief, true, correct, and complete.

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. *

 jeffrey sonin
May 3, 2023

Entertainment License Effective Dates

All licenses are effective May 1 through April 30 of the following year.

License Start Date

License End Date

License Committee (LC)

The License Committee reviews New Applications only.

License Committee Decision Date

License Committee Recommendation

 **City Council (CC)**

 City Council Decision Date

 City Council Decision

Permit Conditions Specific to the Applicant

Entertainment License · Add to a project

**Expiration Date**

Active

CTE-23-14

** recommended for approval @ 5/31/23 lcnjts*

**Details**

Submitted on May 19, 2023 at 2:53 am

**Attachments**

0 files

**Activity Feed**

Latest activity on May 19, 2023

**Applicant**

Jeffrey Sonin

0

**Location**

324 North Winooski Avenue, Burlington, VT 05401

**Timeline**

Add New ▾

Entertainment License Fee Payment

Due Now

May 19

City Council Approval

Review

**Standard Entertainment Conditions**

Document

Establishment InformationEntry of all information with an asterisk * is required.

Establishment Name (DBA) * ⓘ

Junks Tea House

pdchk# 1297
go 5/30/23
\$100.00

Establishment Street Address *

324 N Winooski Ave

Establishment City, State Zip *

Burlington Vt 05401

Establishment Phone * ?

8028653724

Establishment Owner (Legal Name) * ?

jeffrey sonin

Legal Owner Mailing Street Address *

328 N Winooski Ave

Legal Owner Mailing City, State Zip *

Burlington Vt 05401

Contact Person Name * ?

Phinn

Contact Email Address *

Phinneussonin@gmail.com

Contact Phone * ?

8028653724

Application Information

Entry of all information with an asterisk * is required.

License for Indoor or Outdoor or Both *

Outdoor

Occupant Load *

49

Number of Restrooms *

1

Number of Egresses *

2

Date of Last Fire Safety Inspection *

05/19/2023

Dancing by Patrons *

Yes

Amplified Music *

Yes

 Indoor entertainment Types; Check all that Apply

Indoor Entertainment Types

 Live Instrumental Music



 Live Vocal Music



Outdoor Entertainment Proposed Days; Check all that Apply

Outdoor Entertainment Days

Sunday



Monday



Tuesday



Wednesday



Thursday



Friday



Saturday



Outdoor Entertainment Hours

Outdoor Entertainment Hours

Please select proposed daily start and end times for entertainment. If a Day is not shown, check the corresponding Day for Entertainment box above.

Sunday Start Time *

12:00 NOON

Sunday End Time *

8:00 PM

Monday Start Time *

12:00 NOON

Monday End Time *

8:00 PM

Tuesday Start Time *

12:00 NOON

Tuesday End Time *

8:00 PM

Wednesday Start Time *

12:00 NOON

Wednesday End Time *

9:00 PM

Thursday Start Time *

12:00 NOON

Thursday End Time *

10:00 PM

Friday Start Time *

12:00 NOON

Friday End Time *

12:00 MIDNIGHT

Saturday Start Time *

12:00 NOON

Saturday End Time *

12:00 MIDNIGHT

VT Division of Liquor Control Licenses

Identify any of the State DLC Licenses below that are required for the Establishment.

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May 19, 2023

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License Committee Decision Date

License Committee Recommendation

City Council (CC)

 City Council Decision Date



Office of Mayor Miro Weinberger

To: City Councilors
From: Mayor Miro Weinberger
Date: June 1, 2023
Re: Fiscal Year 2024 Mayoral Appointments

I am pleased to bring forward for your consideration and confirmation an outstanding group of Department Heads who are dedicated to the City of Burlington and its residents. Our Department Heads have been outstanding over the past year, and I feel fortunate to work closely alongside this talented, dedicated, and caring group of leaders. Per the City Charter, I consulted with applicable commissions with regards to these appointments.

I submit for your consideration and confirmation at the June 5, 2023 Council meeting, my mayoral appointments for the next year.

One Year Reappointments

- | | |
|---------------------|--|
| • Hayley McClenahan | Assistant City Attorney and Grand Juror |
| • Jared Pellerin | Assistant City Attorney and Second Constable |
| • Kyle Clauss | Assistant City Attorney and Fourth Constable |
| • William Ward | Director of Permitting and Inspections, Zoning Administrative Officer, and Third Constable |
| • Doreen Kraft | Burlington City Arts Executive Director |
| • Scot Barker | Director of Innovation and Technology |
| • Michael LaChance | Burlington Fire Department Chief and Emergency Management/Civil Defense Director |
| • Darren Springer | Burlington Electric Department General Manager |
| • Kara Alnasrawi | Church Street Marketplace Executive Director and Business and Workforce Development Director |
| • Nic Longo | Burlington International Airport Aviation Director |
| • Mary Danko | Fletcher Free Library Director |
| • Meagan Tuttle | Planning Director |
| • Chapin Spencer | Department of Public Works Director |
| • Norman Baldwin | City Engineer and Surveyor |
| • Katherine Schad | Chief Administrative Officer |
| • Cindi Wight | Parks, Recreation, and Waterfront Director and Cemetery Commissioner |
| • Erin Moreau | Harbor Master |
| • Kimberly Carson | Director of Racial Equity, Inclusion, and Belonging |
| • Brian Pine | Director of the Community and Economic Development Office |
| • Theodore Miles | Constable |

- Wade Labreque Pound Keeper

Two Year Reappointments

The City Assessor and Director of Human Resources carry a two-year appointment, pursuant to that part of Section 122 of the City Charter. I appointed John Vickery and Kerin Durfee for two-year appointments in 2022. Further, as authorized by the charter, I appointed Kimberlee Sturtevant for a two-year term in 2022.

- John Vickery City Assessor
- Kerin Durfee Human Resources Director
- Kimberlee Sturtevant Assistant City Attorney and Assistant Grand Juror



Office of Mayor Miro Weinberger

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- John Vickery City Assessor
- Kerin Durfee Human Resources Director

- Kimberlee Sturtevant Assistant City Attorney and Assistant Grand Juror



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Council
From: Mayor Miro Weinberger
Date: June 2, 2023
Re: Appointment for Police Chief

I respectfully submit for your consideration and confirmation Jon Murad as Burlington's Police Chief.

Chief Murad has served as Acting Chief for three years as of this month. From the day he stepped into this office, he has faced tests with little precedent in Burlington. His first summer in this role saw large, sustained protests outside the front door of One North Avenue. The department lost 40% of its officers over his first two years as Acting Chief. Last year, we experienced record-high rates of gun violence and too frequent disorder in our treasured downtown. Through all these challenges the Chief has continued the department's proud legacy of being one of the most transparent, progressive municipal police departments in the country, implementing a new body-worn camera footage release policy, working with the Police Commission to formalize an expanded process for the citizen review of all complaints, reporting all police use-of-force incidents to the commission and the public, and launching a new racial justice training program for officers.

Under his leadership, the City has made progress on each of our Administration's top public safety priorities: strengthening and rebuilding the Department, holding perpetrators of gun violence accountable and reversing these troubling trends, restoring a sense of safety and belonging in our downtown, and advancing 21st-century police reforms. These are the areas where Burlingtonians are demanding action, and for our efforts to succeed, our City needs and deserves a strong and reliable leader in our Police Department. As further detailed below, Chief Murad's record of accomplishment as an acting chief has been notable, and he will be even better positioned to deliver progress on these priorities upon confirmation by this Council.

I am grateful that the Chief has stepped up to provide this leadership during these historically challenging times that have caused so many officers to step away.

Chief Murad's accomplishments at the Burlington Police Department include:

- Worked with the Committee to Review Policing Practices and then the Police Commission to draft a cutting-edge use-of-force policy that ultimately served as the template for a statewide policy adopted by the legislature.
- Led the Department through a staffing crisis, including developing and implementing the Public Safety Continuity Plan to augment unarmed, non-sworn roles in the department including Community Service Officers and Community Service Liaisons.

- Oversaw the development of the Crisis, Advocacy, Intervention Programs team which coordinates social service approaches to public safety.
- Developed and is implementing the BPD Rebuilding Plan to restore the officer headcount to 87 over a 4-year period.
- Improved transparency for the Department through use-of-force reporting, increasing the number of directives available online, making data and current news within the department available to the public, in monthly Chief's reports to Police Commission, implementing a new policy to proactively release body-worn camera footage of use-of-force incidents and significantly expanding the BPD's "Transparency & Data" webpage.
- Under his leadership, the BPD has arrested suspects in over 80% of the shootings in the last two years and closed the 50-year cold case in the murder of Rita Curran.

Background

Chief Murad was born in Burlington and raised in Underhill, and earned an undergraduate degree from Harvard. Following graduation, he worked as an actor and writer in Los Angeles and as an editorial assistant at Newsweek Magazine. He was drawn to law enforcement following the 9/11 attacks to serve his community through public safety.

Chief Murad began his career in the NYPD in 2005 as a police officer in the Bronx, performing patrol before serving as a detective in the Office of Management Analysis and Planning. He later obtained a master's degree from the Harvard Kennedy School. He was promoted to sergeant and served in New York City's Washington Heights neighborhood. In 2014, he was promoted to Assistant Commissioner and oversaw efforts to build trust between the NYPD and the public, leading a 49-person department responsible for communications. Chief Murad then served as Chief of Staff to Bill Bratton at Teneo Risk for two years before returning to public safety to join the Burlington Police Department as Deputy Chief in 2018. Chief Murad has served as Acting Chief since June 2020, following the departure of then Acting Chief Jen Morrison.

PUBLIC HEARING NOTICE

Burlington Downtown Tax Increment Financing District: Substantial Change Request

Pursuant to the requirements of 24 V.S.A. §1901(2)(B), notice is hereby given of a public hearing by the Burlington City Council to hear comments concerning a resolution for the City Council to approve the submission of a substantial change request to the Vermont Economic Progress Council (VEPC) relative to the City of Burlington's approved Tax Increment District Plan and approved Financing Plan for the Burlington Downtown Tax Increment Financing (TIF) District.

The purpose of the City's Substantial Change request to VEPC is to amend and update the above-referenced approved Tax Increment District Plan and approved Financing Plan to accurately reflect changes made to scope, budgets, timelines and debt financing relative to the City's approved Great Streets projects and other approved TIF projects within the Downtown TIF District since these items were originally presented and approved by VEPC as parts of the Tax Increment and Financing plans referenced above.

If approved, the substantial change request will include a letter indicating that the City Council has considered and approved the substantial change, as well as a narrative explanation with supporting documentation of the substantial change that fully explains the reasons for such a change and the assumptions used to demonstrate that the tax increment will be sufficient to repay the bond financing that have been issued for the district's public improvements.

The public hearing will take place on **Monday, June 5, 2023 during the Regular City Council Meeting which begins at 5:30 pm in Contois Auditorium, Burlington City Hall, 149 Church Street, Burlington, VT. For more information about the above-referenced Burlington Downtown TIF District Substantial Change request, please contact Brian Pine at bpine@burlingtonvt.gov**



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

TO: City Council
FROM: Brian Pine, CEDO Director
DATE: May 24, 2023
RE: Substantial Change Request to VEPC – Downtown Tax Increment Financing District

At your June 5, 2023 meeting, the City Council is asked to approve the following Motion:

To approve the City's substantial change request to VEPC (Vermont Economic Progress Council) for its Downtown TIF District and authorize City Council President Karen Paul and Chief Administrative Officer Katherine Schadt to execute the attached formal request letter.

The proposed submission to VEPC and its attachments have been posted for your review. On May 30, 2023, the Board of Finance This memo is intended to provide the Board with background information and a brief overview of the matter to inform your consideration of the proposed Motion.

Background

Burlington's Downtown TIF district was approved by VEPC in 2011. Since then, three requests for Substantial Change and Phase Filings have been approved, in 2014, 2020, and 2021. It is standard operating procedure for VT TIF Districts to require such changes as conditions evolve over the lifetime of a TIF district.

The Downtown TIF district has helped pay for significant downtown public infrastructure improvements and Brownfield remediation, all of which has directly and indirectly stimulated substantial private investment. To date, TIF investments have included:

- Great Streets reconstruction of St. Paul Street from Main Street to Maple Street
- Main Street Stormwater upgrades – completed in the redevelopment of City Hall Park as a precursor to the Great Streets reconstruction of Main Street
- Upgrades to the Market Place parking garage
- Browns Court environmental remediation

At the time the Downtown TIF district was established the Original Taxable Value was \$170,006,600. Through the current fiscal year (FY 2023), the grand list has grown to \$284,908,309 (education taxable value). It is expected that three projects identified in the 2021 Substantial Change and which are still expected to be completed in the near term, will add at least another \$23 million to the Grand List. Other projects are likely but not yet certain which could add tens of million more.

VEPC's 2021 approval included authorization for the reconstruction of Main Street to Great Streets standards from South Union Street to Battery Street. It also included relocation and/or reconstruction of

the Ravine Sewer to enable development to occur on the city-owned parking lot at the corner of Main and South Winooski Avenue which is a key corner in downtown and part of the Gateway Block.

The approved debt for this work (and final debt for the TIF district), totaling \$30,120,000 was issued in August 2022 to take advantage of a favorable bond rate and terms, and to ensure that the City met the 3/31/23 deadline to incur the debt.

Current Situation

State statute requires every municipality to return to VEPC following the expiration of the period of time during which the municipality is authorized to issue new TIF debt. The purpose of this requirement is to determine whether there are excess property tax revenues being retained in the TIF district. If there are, it is in the interest of both the State and the City to reduce the taxes being retained in the TIF fund so those funds can be made available for the original purposes for which the taxes were authorized. The present Substantial Change application addresses this requirement under statute.

Burlington's debt incurrence window expired March 31, 2023. The City's recommendation in the application is to make no changes now but to review the retention of taxes annually for the remaining life of the district. If revenues grow in future years such that they exceed what is required for debt service and related costs in the TIF district, then the percentages of municipal and education taxes being retained could be reduced.

Additionally the City and VEPC have been discussing an ambiguity in prior VEPC approvals regarding the use of a development fee being paid by Champlain College for the Eagles Landing project. To resolve this ambiguity, the City's application proposes to use funds from a cash premium the City negotiated as part of the bond issued for the Main Street Great Streets TIF project. This premium is additional cash bond proceeds that do not have to be repaid.

The ambiguity around the Champlain College fee arises from a decision by VEPC in 2020 that requires the fee to be deposited into the Downtown TIF fund. VEPC's position is that the decision was intended to make the requirement retroactive to FY 2017. This would require the City to deposit \$1,040,000 into the downtown TIF fund that was already spent on the renovations to City Hall Park.

The City's understanding was that VEPC's 2020 decision was forward-looking only and did not require a retroactive deposit. The City's proposal in this present application is to use the premium funds to make the questions about the Champlain College fee moot. This is possible because the premium the City proposes to use on the project exceeds the Champlain College fee in question.

We are also seeking to use this Substantial Change Request to clarify that the City is authorized to use municipal property tax increment to cover previous and future eligible City staff time as a TIF Related Cost. We believe the City's authorization to reimburse city staff time as related costs is already clear because city staff time has been shown as a related cost in every Phase Filing or Substantial Change since 2014. Nonetheless, to prevent any doubt by VEPC or the State Auditor, the City requests the findings to reaffirm this authority.

The updated Downtown TIF District Plan and Downtown TIF District Financing Plan are substantially consistent with previous plans and create no new financial burdens on or risks to the City or its taxpayers.

Attached, you will find:

1. The narrative to VEPC in support of the Substantial Change Request, laying out the adjustments, updates and changes to the various tables in the City's TIF District Plan and TIF District Financing Plan in order to update both to reflect recent changes; and
2. PDFs of the various tables of TIF District Financing Plan that have been amended by this substantial change request.
3. A City letter to Abbie Sherman, Executive Director of VEPC, formally requesting that VEPC consider the City's Substantial Change Request for its Downtown TIF District, to be signed by City Council President Karen Paul and City of Burlington CAO, Katherine Schad, if you authorize them to do so by approving the Motion proposed in this Memo.

Burlington City Council



802/865-7136
TTY 802/865-7142

June 5, 2023

Abbie Sherman, Executive Director
Vermont Economic Progress Council
National Life Building, 6th Floor
1 National Life Drive
Montpelier, VT 05620-0501

Re: Substantial Change Request Submission: Downtown Tax Increment Financing District Plans

Dear Ms. Sherman;

Please accept this letter as formal submission to the Vermont Economic Progress Council (VEPC) from the City of Burlington (City) of a Section 1003.3.3 of Rule 15-P04 Substantial Change request to the Downtown Tax Increment Financing District's Plans. This request is being made after the duly warned public hearing and City Council review and approval of said request (with narrative and attachments) at the scheduled June 5, 2023 Burlington City Council meeting. This letter is supported by the include narrative with attachments.

Karen Paul
Burlington City Council President
City of Burlington

Katherine Schad
Chief Administrative Officer
City of Burlington

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine

Title/Subject: Substantial Change Request for Downtown TIF District

	Approval:	Meeting Date:
☒	Board of Finance	5/30/2023
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/24/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	5/24/2023	Click or tap here to enter text.
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	Yes	5/24/2023	VEPC Substantial Change Request
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/24/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	5/25/2023	Click or tap here to enter text.
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?	No	No contract required
Additional Materials, if necessary	Yes	VEPC Narrative
Draft Resolution or Motion?	Yes	Embedded in the memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Municipality:	Burlington
Date:	5/23/2023
Table 1 -- Years and Tax Rates	
Calendar Year of Updated Financial Plan	2023
First FISCAL Year in Cash Flow	2017

Tax Rates for Current FISCAL Year	FY 2023 Actual
Municipal	\$ 0.7085
Education- Homestead	\$ 1.3891
Education- Non-Residential	\$ 1.4041
Municipal Tax Rate Inflation based on Historic Trend	2.00%
Education Tax Rate Inflation based on Historic Trend	2.50%

Final FY for Education Increment	2036
Final FY for Municipal Increment	2036

Burlington 5/23/2023

Table 2 -- Municipal & Ed Property Tax Share

Municipal Increment Share Approved by VEPC	100%
Education Property Tax Share Approved by VEPC	75%

Table 5I -- Infrastructure Projects																				
Infrastructure Project Name	Project Location	Fiscal Yr to Start Construction	Estimated Construction Costs (Current \$)	Estimated Construction Contingency Costs	Est. Soft Costs	Est.Total Project Costs (Current \$)	Est. Total Project Cost in Year of Construction	PROPORTIONALITY: Level 1				PROPORTIONALITY: Level 2				PROPORTIONALITY: Level 3				Proportionality Proposed by Municipality
				Percentage			Percentage	Applicant Municipality		Other Municipality		TIF		Non TIF		TIF		Other Sources		
		2022		0%	0%		0%	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	
		Totals	\$0	\$0	\$0	\$34,381,971	\$41,254,568		\$41,254,568		\$0		\$41,254,568		\$0		\$35,738,792		\$5,515,776	87%
PHASE 1 COMPLETED PROJECTS					Phase 1 Completed Totals:		\$6,872,597		\$6,872,597				\$6,872,597				\$5,618,792		\$1,253,805	82%
St. Paul/Main Concept Design	TIF District	2018			inc. in total costs		\$335,666	100%	\$335,666	0%	\$0	100%	\$335,666	0%	\$0	78%	\$260,300	22%	\$75,366	78%
St Paul - Main to Maple	TIF District	2019			inc. in total costs		\$4,539,113	100%	\$4,539,113	0%	\$0	100%	\$4,539,113	0%	\$0	93%	\$4,216,000	7%	\$323,113	93%
Storm Water North Side Main Street/City Hall Park	TIF District	2020			inc. in total costs		\$613,591	100%	\$613,591	0%	\$0	100%	\$613,591	0%	\$0	81%	\$500,000	19%	\$113,591	81%
CSMP Garage 2014 Upgrades	TIF District	2017			inc. in total costs		\$876,388	100%	\$876,388	0%	\$0	100%	\$876,388	0%	\$0	15%	\$134,653	85%	\$741,735	15%
Browns Court Parking Brownfield Remediation	TIF District	2018			inc. in total costs		\$507,839	100%	\$507,839	0%	\$0	100%	\$507,839	0%	\$0	100%	\$507,839	0%	\$0	100%
Approved project underway	Phase 1 Remaining to be done:		\$25,967,017	\$3,720,159	\$4,694,795	\$34,381,971	\$34,381,971		\$34,381,971				\$34,381,971				\$30,120,000		\$4,261,971	88%
Great Streets - Main St., from S. Union St. to Battery St.	TIF District	2024	\$25,967,017	\$3,720,159	\$4,694,795	\$34,381,971	\$34,381,971	100%	\$34,381,971	0%	\$0	100%	\$34,381,971	0%	\$0	88%	\$30,120,000	12%	\$4,261,971	88%

Burlington
05/23/23

Table 5J -- Infrastructure Impact & Nexus									
Project Name	Loc	%	Project Description	Impact on TIF District			Impact on Real Property Developments	Reports, studies justifying project	Explanation of Proportion
Great Street Projects - Main Street, from South Union St. to Battery St.	CW	100%	With the original approval in 2011 and subsequeunt updates, VEPC has authorized use of TIF for streetscape, utility upgrades, stormwater controls, among other infrastructure. The Great Streets projects incorporate all of these elements into a single initiative: streetscape including pedestrian improvements, bike lanes, parking realignment, street trees, sidewalks, landscaping and lighting as well as stormwater and subsurface utility upgrades, reconstructions, relocations and extensions. This also includes reconstruction and partial relocation of the ravine sewer.	Direct	Essential	Major	Every private development project in the Burlington's downtown, whether inside or outside the Downtown TIF district is directly or indirectly incentivized by the Great Streets improvements. These private projects include, but are not limited to the YMCA boutique hotel, 151-157 S. Champlain St., Nedde's 77-79 Pine St. development, 121 Pine, 86 Main and CHT's proposed development on the VFW property. Reconstruction and partial relocation of the ravine sewer is essential to allow redevelopment of the Gateway Block and Hood Plant property.	1) Main Street Bicycle Scoping Study 2) Plan BTV WalkBike 3) Transportation Demand Management Action Plan 4) Burlington Street Design Guidelines 5) Integrated Water Quality Plan	Other than the one block of Main Street between Church St. and St. Paul St.This project is completely within the TIF District boundary and will directly serve the stimulated projects due to the extent of distribution throughout downtown.
								http://greatstreetsbtv.com/	

Table 5K -- Real Property Development								
Development or Redevelopment Project Name	Span #	Address or Location Description	Tax Map Identifying Information	Zoning District	Project Description	Project Characterization	Project Status	Public Infrastructure Impact
151-157 South Champlain Street	114-035-16911 / 114-035-16910	151-157 S. Champlain St.	049-1-005-000 / 049-1-004-000	Residential-High Density Form District 5	Market rate housing with required 15% IZ units. Permits in hand for 32 unit condos, developer working on amending and enlarging to 48 units of rental housing.	Known	Project is under construction	Project dependent on public parking and supporting infrastructure on downtown streets.
Gateway (aka "superblock")	114-035-17391 / 114-035-17505	234 & 236 Main Street	049-3-100-000 / 049-3-188-000	Downtown Transition Form District 5	Mixed use redevelopment 20,000 of commercial space and 60,000 SF mixed income housing.	Current	Conceptual	Project dependent on structured parking and streetscape, utilities, and stormwater capacity in City right-of-way.
South Champlain/Maple Street	114-035-16946 / 114-035-16945	189-191 & 193-201 South Champlain Street	049-1-042-000 / 049-1-041-000	Residential-High Density	Currently surface parking and vacant lot. Concepts by owner - ground floor parking, upper floor offices/residential.	Current	A Duplex Zoning Permit for this property was granted 2/20/19	Project dependent on structured parking and streetscape, utilities, and stormwater capacity in City right-of-way.
121 Pine Street	114-035-17095	121 Pine Street	049-1-104-000	Downtown Form District 6	30,000 SF residential building	Current	Conceptual	Project dependent on streetscape, utilities, and stormwater capacity in City right-of-way.
86 Main Street	114-35-17094	86 Main Street	049-1-103-000	Downtown Form District 6	23 housing units with ground floor office	Current	Conceptual	Project dependent on streetscape, utilities, and stormwater capacity in City right-of-way.
YMCA multi-family	114-035-17487	266 College Steet	049-3-168-000	Downtown Center (FD5)	Approx. 100,000 SF multifamily developemnt	Known	Under contract to residential developer	Project dependent on streetscape, utilities, and stormwater capacity in City right-of-way.
CHT-VFW	114-035-17506	176 S. Winooski Ave.	049-3-189-000	Downtown Center (FD5)	18,283 SF residential, plus 20,732 SF commercial	Known	Site under control by CHT as developer. Project designed, financed and has permits.	Project dependent on streetscape, utilities, and stormwater capacity in City right-of-way.
Cathedral of Immaculate Conception	114-035-14870	20 Pine St.	044-2-010-000	Downtown Form District 6	Mixed use new development of up to 600,000 SF	Current	Owner plans to sell the property for redevelopment. Studies of development potential have been completed.	Project dependent on streetscape, utilities, and stormwater capacity in City right-of-way.
Former Burlington Free Press printing press building	114-035-17454	127 S. Winooski Ave.	049-3-148-007	Downtown Form District 6	Redevelopment into mixed use residential and commerical	Current	Purchased by developer. Developer working on redevelopment plans.	Project dependent on streetscape, utilities, and stormwater capacity in City right-of-way.
Prospective Background Growth Post FY22								Projects dependent on public parking and supporting infrastructure on downtown streets.

Green rows are included in incremental revenue.

Blue rows are NOT included in incremental revenue. Listed because they are still expected to occur, but timing is unknown.

Note: OTV for future projects is listed on each row at their projected FY24 value because their FY24 value is included in the the combined values in column I "Estimated Assessed Value After Developemtn", rows 7, 8 and 9.

Table 5L -- Real Property Incremental Value																
Development or Redevelopment Project Name	Projected Residential Dev (sf)	Projected Commerical Dev (sf)	Projected Industrial Dev (sf)	Projected Total Dev (sf)	Original Taxable/ Baseline Value	Estimated Year of Construction Start	Estimated Number of Years to Complete	Estimated Assessed Value After Development	Estimated Increase in Value from Baseline	Use Code	Estimated % of New Construction - Homestead Rate	Estimated % of New Construction -Non-Homestead Rate	Total of L and M (Should be 100%)	Estimated Incremental Value - Homestead	Estimated Incremental Value -Non- Homestead	Estimated Incremental Value -Non- Homestead - 20% Commercial Factor
Base Year:	2017															
Totals:	102,738	144,232	-	238,670	\$ 170,006,600			\$ 476,027,909	\$ 294,562,159					\$ 10,826,267	\$ 188,730,092	\$ 32,656,401
FY 2022 Grand List Value				-	\$170,006,600	2022	0	\$278,442,066	\$108,435,466		6.27%	94.01%	100%	\$6,798,350	\$101,937,916	\$15,297,966
FY 2023 Actual Growth				-		2022	0	\$6,466,243	\$6,466,243		6%	94%	100%	\$387,975	\$6,078,268	\$1,215,654
FY 2024 Projected Growth (as of 5/18/23)						2023	0	\$815,700	\$815,700		6%	94%	100%	\$48,942	\$766,758	\$153,352
					FY 2024 GL Value											
151-157 South Champlain Street	8,300				\$3,522,550	2022	2	\$8,876,500	\$5,353,950	RH, RN	0%	100%	100%	\$0	\$5,353,950	\$1,070,790
Gateway (aka "superblock")	60,000	20,000		80,000	\$494,400		2	\$19,200,000	\$18,705,600	RN, C	0%	0%	0%	\$0	\$0	\$0
South Champlain/Maple Street	16,200			16,200	\$611,400		1	\$3,156,300	\$2,544,900	RH, RN	0%	0%	0%	\$0	\$0	\$0
121 Pine Street				-	\$2,242,300		1	\$4,533,300	\$2,291,000	RN	0%	0%	0%	\$0	\$0	\$0
86 Main Street				-	\$1,134,900	2028	1	\$30,000,000	\$28,865,100	RN	0%	0%	0%	\$0	\$0	\$0
YMCA Redevelopment		103,500		103,500	\$3,453,600	2024	1	\$18,580,000	\$15,126,400	Use Code	0%	100%	100%	\$0	\$15,126,400	\$3,025,280
CHT-VFW	18,238	20,732		38,970	\$0	2023	2	\$3,207,800	\$3,207,800	RN, C	0%	100%	100%	\$0	\$3,207,800	\$641,560
Cathedral of Immaculate Conception					\$0	2026	2	\$60,000,000	\$60,000,000		0%	0%	0%	\$0	\$0	\$0
Former Burlington Free Press Print Shop					\$1,914,600											
Background Growth 2023 @1% - see above for actual				-		2023	0	\$0	\$0		6%	94%	100%	\$0	\$0	\$0
Background Growth 2024 @1% - see above for projected actual				-		2024	0	\$0	\$0		6%	94%	100%	\$0	\$0	\$0
Background Growth 2025 @1%				-		2025	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2026 @1%				-		2026	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2027 @1%				-		2027	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2028 @1%				-		2028	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2029 @1%				-		2029	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2030 @1%				-		2030	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2031 @1%				-		2031	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2032 @1%				-		2032	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2033 @1%				-		2033	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2034 @1%				-		2034	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2035 @1%				-		2035	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2036 @1%				-		2036	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2037 @1%				-		2037	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2038 @1%				-		2038	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2039 @1%				-		2039	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2040 @1%				-		2040	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2041 @1%				-		2041	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2042 @1%				-		2042	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2043 @1%				-		2043	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2044 @1%				-		2044	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800
Background Growth 2045 @1%				-		2045	0	\$2,850,000	\$2,850,000		6%	94%	100%	\$171,000	\$2,679,000	\$535,800

NOTE: Must include 2024 GL value in column F because the current values are included in I7, I8, and I9.

Blue rows are NOT included in incremental revenue. Listed because they are still expected to occur, but timing is unknown.

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Table 5M -- Annual TIF Revenues

For actual FY 2017 through FY202

Development or Redevelopment Project Name	Estimated FISCAL Year to Grand List	Estimated Taxable Value After Develop- ment	Estimated Increase in Value from Baseline	Estimated Incremental Value - Homestead	Estimated Incremental Value -Non- Residential	Estimated Incremental Value -Non- Homestead - 20% Commercial	Base Years: Created=Tax Rates Incur Debt=Start Increment	Tax Rate(s): Municipal	Tax Rate: Homestead	Tax Rate: Non- Homestead		Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value
							2023					Year 1	2017		Year 2
							2017		Annual Tax Rates:			\$0.0000	\$0.0000	\$0.0000	\$0.0000
Totals:		\$ 493,127,909	\$ 311,662,159	\$ 10,826,267	\$ 188,730,092	\$ 32,656,401	TOTALS:	\$19,577,873	\$1,859,031	\$32,929,741		\$0	\$0	\$0	\$0
FY 2022 Grand List Value	2022	\$278,442,066	\$108,435,466	\$6,798,350	\$101,937,916	\$15,297,966	GRAND TOTAL:	\$54,366,645				\$0	\$0	\$0	\$0
FY 2023 Actual Growth	2023	\$6,466,243	\$6,466,243	\$387,975	\$6,078,268	\$1,215,654	CHECK	\$54,366,645				\$0	\$0	\$0	\$0
FY 2024 Projected Growth (as of 5/18/23)	2024	\$815,700	\$815,700	\$48,942	\$766,758	\$153,352						\$0	\$0	\$0	\$0
151-157 South Champlain Street	2025	\$8,876,500	\$5,353,950	\$0	\$5,353,950	\$1,070,790						\$0	\$0	\$0	\$0
Gateway (aka "superblock")	3	\$19,200,000	\$18,705,600	\$0	\$0	\$0						\$0	\$0	\$0	\$0
South Champlain/Maple Street	2	\$3,156,300	\$2,544,900	\$0	\$0	\$0						\$0	\$0	\$0	\$0
121 Pine Street	2	\$4,533,300	\$2,291,000	\$0	\$0	\$0						\$0	\$0	\$0	\$0
86 Main Street	2030	\$30,000,000	\$28,865,100	\$0	\$0	\$0						\$0	\$0	\$0	\$0
YMCA Redevelopment	2026	\$18,580,000	\$15,126,400	\$0	\$15,126,400	\$3,025,280						\$0	\$0	\$0	\$0
CHT-VFW	2026	\$3,207,800	\$3,207,800	\$0	\$3,207,800	\$641,560						\$0	\$0	\$0	\$0
Cathedral of Immaculate Conception	2029	\$60,000,000	\$60,000,000	\$0	\$0	\$0						\$0	\$0	\$0	\$0
Former Burlington Free Press Print Shop	1	\$0	\$0	\$0	\$0	\$0						\$0	\$0	\$0	\$0
Background Growth 2023 @1% - see above for actual	2024	\$0	\$0	\$0	\$0	\$0						\$0	\$0	\$0	\$0
Background Growth 2024 @1% - see above for projected actual	2025	\$0	\$0	\$0	\$0	\$0						\$0	\$0	\$0	\$0
Background Growth 2025 @1%	2026	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2026 @1%	2027	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2027 @1%	2028	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2028 @1%	2029	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2029 @1%	2030	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2030 @1%	2031	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2031 @1%	2032	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2032 @1%	2033	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2033 @1%	2034	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2034 @1%	2035	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2035 @1%	2036	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2036 @1%	2037	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2037 @1%	2038	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2038 @1%	2039	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2039 @1%	2040	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2040 @1%	2041	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2041 @1%	2042	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2042 @1%	2043	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2043 @1%	2044	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2044 @1%	2045	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0
Background Growth 2045 @1%	2046	\$2,850,000	\$2,850,000	\$171,000	\$2,679,000	\$535,800						\$0	\$0	\$0	\$0

2 see tab 50 "All Revenue Sources by Year".

[illegible]

[illegible]

Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value	Estimated Municipal Tax on Incremental Value	Estimated Homestead Tax on Incremental Value	Estimated Non- Residential Tax on Incremental Value
Year 15	2031		Year 16	2032		Year 17	2033		Year 18	2034		Year 19	2035		Year 20	2036	
\$0.8301	\$1.6925	\$1.7108	\$0.8467	\$1.7348	\$1.7535	\$0.8637	\$1.7782	\$1.7974	\$0.8809	\$1.8226	\$1.8423	\$0.8985	\$1.8682	\$1.8884	\$0.9165	\$1.9149	\$1.9356
\$1,506,053	\$139,821	\$2,541,249	\$1,564,842	\$146,283	\$2,651,758	\$1,625,381	\$152,980	\$2,766,203	\$1,687,715	\$159,922	\$2,884,713	\$1,751,892	\$167,114	\$3,007,420	\$1,817,962	\$174,566	\$3,134,460
\$1,029,634	\$115,061	\$1,743,913	\$1,050,226	\$117,937	\$1,787,510	\$1,071,231	\$120,886	\$1,832,198	\$1,092,656	\$123,908	\$1,878,003	\$1,114,509	\$127,006	\$1,924,953	\$1,136,799	\$130,181	\$1,973,077
\$63,769	\$6,566	\$103,985	\$65,044	\$6,731	\$106,584	\$66,345	\$6,899	\$109,249	\$67,672	\$7,071	\$111,980	\$69,026	\$7,248	\$114,779	\$70,406	\$7,429	\$117,649
\$8,044	\$828	\$13,117	\$8,205	\$849	\$13,445	\$8,369	\$870	\$13,781	\$8,537	\$892	\$14,126	\$8,707	\$914	\$14,479	\$8,882	\$937	\$14,841
\$53,333	\$0	\$91,593	\$54,400	\$0	\$93,883	\$55,488	\$0	\$96,230	\$56,598	\$0	\$98,636	\$57,729	\$0	\$101,102	\$58,884	\$0	\$103,629
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$150,681	\$0	\$258,776	\$153,694	\$0	\$265,246	\$156,768	\$0	\$271,877	\$159,904	\$0	\$278,674	\$163,102	\$0	\$285,641	\$166,364	\$0	\$292,782
\$31,954	\$0	\$54,878	\$32,593	\$0	\$56,250	\$33,245	\$0	\$57,656	\$33,910	\$0	\$59,097	\$34,588	\$0	\$60,575	\$35,280	\$0	\$62,089
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$28,106	\$2,894	\$45,831	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$28,106	\$2,894	\$45,831	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$28,106	\$2,894	\$45,831	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$28,106	\$2,894	\$45,831	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$28,106	\$2,894	\$45,831	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$28,106	\$2,894	\$45,831	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$0	\$0	\$0	\$28,668	\$2,967	\$46,977	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$0	\$0	\$0	\$0	\$0	\$0	\$29,242	\$3,041	\$48,151	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,827	\$3,117	\$49,355	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,423	\$3,195	\$50,589	\$31,032	\$3,274	\$51,854
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,032	\$3,274	\$51,854
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0																

Table 5N -- Projected TIF Rev & Share									
Year	Annual Estimated Municipal Increment	Annual Estimated Homestead Increment	Annual Estimated Non- Homestead Increment	Total Projected Property Tax Increment Generated	Municipal portion to the Municipal General Fund	Municipal portion to TIF debt	Education portion to Education Fund	Education portion to TIF debt	Total Municpal and Education Revenue to TIF Debt
BASE YEAR:	2017			SPLIT PERCENTAGES:	0%	100%	25%	75%	
TOTALS:	\$19,577,873	\$1,859,031	\$32,929,741	\$54,366,645	\$0	\$19,577,873	\$8,697,193	\$26,091,579	\$45,669,452
CHECK	\$19,577,873	\$1,859,031	\$32,929,741	\$54,366,645	\$0	\$19,577,873	\$8,697,193	\$26,091,579	\$45,669,452
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$933,209	\$99,825	\$1,516,655	\$2,549,689	\$0	\$933,209	\$404,120	\$1,212,360	\$2,145,569
2024	\$958,876	\$103,018	\$1,565,607	\$2,627,501	\$0	\$958,876	\$417,156	\$1,251,468	\$2,210,344
2025	\$1,025,412	\$105,593	\$1,683,728	\$2,814,732	\$0	\$1,025,412	\$447,330	\$1,341,991	\$2,367,402
2026	\$1,236,795	\$110,791	\$2,043,553	\$3,391,139	\$0	\$1,236,795	\$538,586	\$1,615,758	\$2,852,553
2027	\$1,287,497	\$116,183	\$2,136,163	\$3,539,842	\$0	\$1,287,497	\$563,086	\$1,689,259	\$2,976,756
2028	\$1,339,732	\$121,775	\$2,232,126	\$3,693,633	\$0	\$1,339,732	\$588,475	\$1,765,426	\$3,105,157
2029	\$1,393,541	\$127,574	\$2,331,552	\$3,852,667	\$0	\$1,393,541	\$614,781	\$1,844,344	\$3,237,886
2030	\$1,448,967	\$133,587	\$2,434,554	\$4,017,108	\$0	\$1,448,967	\$642,035	\$1,926,106	\$3,375,073
2031	\$1,506,053	\$139,821	\$2,541,249	\$4,187,123	\$0	\$1,506,053	\$670,267	\$2,010,802	\$3,516,855

Table 50 -- All Rev Sources By Year

Year	Annual TIF Increment: Municipal	Annual TIF Increment: Education		Grant Amount	Other Revenue Information	Other Revenue Amount	Total Revenue
Totals:	\$26,027,035	\$26,091,579		\$0		\$4,160,000	\$56,278,614
2017	:Base Year						
Any Years Prior to Increment:							\$0
2017	\$517,458	\$0	Total Actual TIF Revenue FY 2017				\$517,458
2018	\$729,444	\$0	Total Actual TIF Revenue FY 2018				\$729,444
2019	\$796,815	\$0	Total Actual TIF Revenue FY 2019				\$796,815
2020	\$1,092,739	\$0	Total Actual TIF Revenue FY 2020				\$1,092,739
2021	\$1,233,743	\$0	Total Actual TIF Revenue FY 2021				\$1,233,743
2022	\$2,078,963	\$0	Total Actual TIF Revenue FY 2022		Champlain College Development Fee	\$260,000	\$2,338,963
2023	\$933,209	\$1,212,360			Champlain College Development Fee	\$260,000	\$2,405,569
2024	\$958,876	\$1,251,468			Champlain College Development Fee	\$260,000	\$2,470,344
2025	\$1,025,412	\$1,341,991			Champlain College Development Fee	\$260,000	\$2,627,402
2026	\$1,236,795	\$1,615,758			Champlain College Development Fee	\$260,000	\$3,112,553
2027	\$1,287,497	\$1,689,259			Champlain College Development Fee	\$260,000	\$3,236,756
2028	\$1,339,732	\$1,765,426			Champlain College Development Fee	\$260,000	\$3,365,157
2029	\$1,393,541	\$1,844,344			Champlain College Development Fee	\$260,000	\$3,497,886
2030	\$1,448,967	\$1,926,106			Champlain College Development Fee	\$260,000	\$3,635,073
2031	\$1,506,053	\$2,010,802			Champlain College Development Fee	\$260,000	\$3,776,855
2032	\$1,564,842	\$2,098,530			Champlain College Development Fee	\$260,000	\$3,923,372
2033	\$1,625,381	\$2,189,387			Champlain College Development Fee	\$260,000	\$4,074,768
2034	\$1,687,715	\$2,283,476			Champlain College Development Fee	\$260,000	\$4,231,191
2035	\$1,751,892	\$2,380,901			Champlain College Development Fee	\$260,000	\$4,392,793
2036	\$1,817,962	\$2,481,770			Champlain College Development Fee	\$260,000	\$4,559,731
2037	\$0	\$0			Champlain College Development Fee	\$260,000	\$260,000

Table 5R -- Cash Flow												
Fiscal Year	Total TIF Revenue (from Increment)	Other Annual Revenue	Total Available Revenue	Series 2017D Bond	Series 2018D Bond	Interfund Loan 2018	Series 2022B Bond	Total Projected Debt Service (all existing and future bonds)	Related Costs	Annual Surplus (Deficit)	Cummulative Surplus (Deficit)	Remaing Debt Balance
2017	:Base Year			\$3,400,000	\$1,570,000	\$250,000	\$30,120,000		(\$1,848,000)			
Begin Balance:	\$0										\$0	
2017	\$517,458	\$0	\$517,458	\$0	\$0	\$0	\$0	\$0	(\$243,259)	\$274,199	\$274,199	\$0
2018	\$729,444	\$0	\$729,444	(\$55,202)	\$0	\$0	\$0	(\$55,202)	(\$28,932)	\$645,310	\$919,509	\$3,400,000
2019	\$796,815	\$0	\$796,815	(\$280,400)	(\$33,363)	(\$25,000)	\$0	(\$338,763)	(\$49,565)	\$408,488	\$1,327,997	\$5,065,000
2020	\$1,092,739	\$0	\$1,092,739	(\$282,750)	(\$137,000)	(\$50,000)	\$0	(\$469,750)	(\$26,237)	\$596,752	\$1,924,749	\$4,820,000
2021	\$1,233,743	\$0	\$1,233,743	(\$284,300)	(\$138,875)	(\$50,000)	\$0	(\$473,175)	(\$41,807)	\$718,761	\$2,643,510	\$4,565,000
2022	\$2,078,963	\$260,000	\$2,338,963	(\$285,025)	(\$135,625)	(\$50,000)	\$0	(\$470,650)	(\$128,734)	\$1,739,579	\$4,383,089	\$4,305,000
2023	\$2,145,569	\$260,000	\$2,405,569	(\$284,850)	(\$137,250)	(\$50,000)	(\$1,008,183)	(\$1,480,283)	(\$162,271)	\$763,015	\$5,146,103	\$34,155,000
2024	\$2,210,344	\$260,000	\$2,470,344	(\$283,750)	(\$138,625)	(\$25,000)	(\$3,148,875)	(\$3,596,250)	(\$254,650)	(\$1,380,556)	\$3,765,548	\$32,215,000
2025	\$2,367,402	\$260,000	\$2,627,402	(\$282,450)	(\$134,875)	\$0	(\$3,152,375)	(\$3,569,700)	(\$119,803)	(\$1,062,101)	\$2,703,447	\$30,205,000
2026	\$2,852,553	\$260,000	\$3,112,553	(\$280,125)	(\$136,000)	\$0	(\$3,151,375)	(\$3,567,500)	(\$108,959)	(\$563,906)	\$2,139,541	\$28,095,000
2027	\$2,976,756	\$260,000	\$3,236,756	(\$281,625)	(\$136,875)	\$0	(\$3,150,750)	(\$3,569,250)	(\$43,118)	(\$375,612)	\$1,763,929	\$25,875,000
2028	\$3,105,157	\$260,000	\$3,365,157	(\$282,625)	(\$137,500)	\$0	(\$3,150,250)	(\$3,570,375)	(\$43,281)	(\$248,499)	\$1,515,431	\$23,540,000
2029	\$3,237,886	\$260,000	\$3,497,886	(\$283,125)	(\$137,875)	\$0	(\$3,149,625)	(\$3,570,625)	(\$43,446)	(\$116,185)	\$1,399,245	\$21,085,000
2030	\$3,375,073	\$260,000	\$3,635,073	(\$283,125)	(\$138,000)	\$0	(\$3,148,625)	(\$3,569,750)	(\$43,615)	\$21,708	\$1,420,953	\$18,505,000
2031	\$3,516,855	\$260,000	\$3,776,855	(\$282,625)	(\$137,875)	\$0	(\$3,151,875)	(\$3,572,375)	(\$143,787)	\$60,693	\$1,481,646	\$15,790,000
2032	\$3,663,372	\$260,000	\$3,923,372	(\$281,625)	(\$137,500)	\$0	(\$3,149,125)	(\$3,568,250)	(\$43,963)	\$311,159	\$1,792,806	\$12,940,000
2033	\$3,814,768	\$260,000	\$4,074,768	(\$280,125)	(\$136,875)	\$0	(\$3,150,125)	(\$3,567,125)	(\$44,142)	\$463,501	\$2,256,307	\$9,945,000
2034	\$3,971,191	\$260,000	\$4,231,191	(\$283,000)	(\$136,000)	\$0	(\$3,149,500)	(\$3,568,500)	(\$44,325)	\$618,366	\$2,874,673	\$6,795,000
2035	\$4,132,793	\$260,000	\$4,392,793	(\$280,250)	(\$134,875)	\$0	(\$3,151,875)	(\$3,567,000)	(\$44,512)	\$781,281	\$3,655,954	\$3,485,000
2036	\$4,299,731	\$260,000	\$4,559,731	(\$281,875)	(\$138,375)	\$0	(\$3,151,875)	(\$3,572,125)	(\$44,702)	\$942,904	\$4,598,858	\$0
2037	\$0	\$260,000	\$260,000	\$0	\$0	\$0	\$0	\$0	(\$144,892)	\$115,108	\$4,713,966	\$0

Table 5S -- Related Costs				
Year	Related Cost Name	Related Cost Description	Related Cost Amount	
		Total:		\$ 1,848,000
2017			Actual:	\$ 243,259
2018			Actual:	\$ 28,932
2019			Actual:	\$ 49,565
2020			Actual:	\$ 26,237
2021			Actual:	\$ 41,807

2022			Actual:	\$ 128,734
2023				\$ 162,271
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ 70,000	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 30,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ -	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 29,500	
	Marcum	Downtown TIF portion of annual city audit	\$ 7,500	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ 8,000	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 3,000	
	Other	Misc. other costss	\$ 14,271	
	State Audit	Fee charged by State Auditor's office	\$ -	
2024				\$ 254,650
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ 70,000	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 20,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 10,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 20,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 7,650	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ 20,000	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ 2,000	
	State Audit	Fee charged by State Auditor's office	\$ 100,000	
2025				\$ 119,803
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ 70,000	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 5,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 15,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 7,803	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ 5,000	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ 2,000	
	State Audit	Fee charged by State Auditor's office	\$ -	
2026				\$ 108,959
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ 60,000	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 5,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 14,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 7,959	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ 5,000	

	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ 2,000	
	State Audit	Fee charged by State Auditor's office	\$ -	
2027				\$ 43,118
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ -	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 10,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 10,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 8,118	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ -	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ -	
	State Audit	Fee charged by State Auditor's office	\$ -	
2028				\$ 43,281
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ -	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 10,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 10,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 8,281	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ -	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ -	
	State Audit	Fee charged by State Auditor's office	\$ -	
2029				\$ 43,446
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ -	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 10,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 10,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 8,446	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ -	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ -	
	State Audit	Fee charged by State Auditor's office	\$ -	
2030				\$ 43,615
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ -	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 10,000	
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$ 10,000	
	Marcum	Downtown TIF portion of annual city audit	\$ 8,615	
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$ -	
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$ 5,000	
	Other	Misc. other costss	\$ -	
	State Audit	Fee charged by State Auditor's office	\$ -	
2031				\$ 143,787
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$ -	
	CEDO Staff Time	City Staff Time to implement TIF	\$ 10,000	
	Admin Staff Time	City Staff Time to administer TIF	\$ 10,000	

	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	8,787
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	100,000
2032				\$ 43,963
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$	-
	CEDO Staff Time	City Staff Time to implement TIF	\$	10,000
	Admin Staff Time	City Staff Time to administer TIF	\$	10,000
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	8,963
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	-
2033				\$ 44,142
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$	-
	CEDO Staff Time	City Staff Time to implement TIF	\$	10,000
	Admin Staff Time	City Staff Time to administer TIF	\$	10,000
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	9,142
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	-
2034				\$ 44,325
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$	-
	CEDO Staff Time	City Staff Time to implement TIF	\$	10,000
	Admin Staff Time	City Staff Time to administer TIF	\$	10,000
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	9,325
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	-
2035				\$ 44,512
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$	-
	CEDO Staff Time	City Staff Time to implement TIF	\$	10,000
	Admin Staff Time	City Staff Time to administer TIF	\$	10,000
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	9,512
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	-
2036				\$ 44,702

	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$	-
	CEDO Staff Time	City Staff Time to implement TIF	\$	10,000
	Admin Staff Time	City Staff Time to administer TIF	\$	10,000
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	9,702
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	-
2037				\$ 144,892
	DPW Staff Time	City staff time to manage TIF infrastructure projects	\$	-
	CEDO Staff Time	City Staff Time to implement TIF	\$	10,000
	Admin Staff Time	City Staff Time to administer TIF	\$	10,000
	Municap	Provide adminstrative and accounting expertise for TIF districts	\$	10,000
	Marcum	Downtown TIF portion of annual city audit	\$	9,892
	White + Burke	Consulting for VEPC filings, financial modeling, developer negotiations	\$	-
	Legal	Legal costs associated with TIF district administration, projects, etc.	\$	5,000
	Other	Misc. other costss	\$	-
	State Audit	Fee charged by State Auditor's office	\$	100,000

Total \$3,400,000

Year	Date	Loan Principal	Loan Yield	Interest	Loan Debt Service	Fiscal Year	FY Loan Debt Service	Principal Balance
1	5/1/2018			\$55,201.94	\$55,201.94	2018	\$55,201.94	\$3,400,000
	11/1/2018	\$ 130,000	2.000%	\$75,850.00	\$205,850.00			
2	5/1/2019	\$ -		\$74,550.00	\$74,550.00	2019	\$280,400.00	\$3,270,000
	11/1/2019	\$ 135,000	2.000%	\$74,550.00	\$209,550.00			
3	5/1/2020			\$73,200.00	\$73,200.00	2020	\$282,750.00	\$3,135,000
	11/1/2020	\$ 140,000	3.000%	\$73,200.00	\$213,200.00			
3	5/1/2021			\$71,100.00	\$71,100.00	2021	\$284,300.00	\$2,995,000
	11/1/2021	\$ 145,000	3.000%	\$71,100.00	\$216,100.00			
4	5/1/2022			\$68,925.00	\$68,925.00	2022	\$285,025.00	\$2,850,000
	11/1/2022	\$ 150,000	4.000%	\$68,925.00	\$218,925.00			
5	5/1/2023			\$65,925.00	\$65,925.00	2023	\$284,850.00	\$2,700,000
	11/1/2023	\$ 155,000	4.000%	\$65,925.00	\$220,925.00			
6	5/1/2024			\$62,825.00	\$62,825.00	2024	\$283,750.00	\$2,545,000
	11/1/2024	\$ 160,000	4.000%	\$62,825.00	\$222,825.00			
7	5/1/2025			\$59,625.00	\$59,625.00	2025	\$282,450.00	\$2,385,000
	11/1/2025	\$ 165,000	5.000%	\$59,625.00	\$224,625.00			
8	5/1/2026			\$55,500.00	\$55,500.00	2026	\$280,125.00	\$2,220,000
	11/1/2026	\$ 175,000	5.000%	\$55,500.00	\$230,500.00			
9	5/1/2027	\$ -		\$51,125.00	\$51,125.00	2027	\$281,625.00	\$2,045,000
	11/1/2027	\$ 185,000	5.000%	\$51,125.00	\$236,125.00			
10	5/1/2028			\$46,500.00	\$46,500.00	2028	\$282,625.00	\$1,860,000
	11/1/2028	\$ 195,000	5.000%	\$46,500.00	\$241,500.00			
11	5/1/2029			\$41,625.00	\$41,625.00	2029	\$283,125.00	\$1,665,000
	11/1/2029	\$ 205,000	5.000%	\$41,625.00	\$246,625.00			
12	5/1/2030			\$36,500.00	\$36,500.00	2030	\$283,125.00	\$1,460,000
	11/1/2030	\$ 215,000	5.000%	\$36,500.00	\$251,500.00			
13	5/1/2031			\$31,125.00	\$31,125.00	2031	\$282,625.00	\$1,245,000
	11/1/2031	\$ 225,000	5.000%	\$31,125.00	\$256,125.00			
14	5/1/2032			\$25,500.00	\$25,500.00	2032	\$281,625.00	\$1,020,000
	11/1/2032	\$ 235,000	5.000%	\$25,500.00	\$260,500.00			
15	5/1/2033			\$19,625.00	\$19,625.00	2033	\$280,125.00	\$785,000
	11/1/2033	\$ 250,000	5.000%	\$19,625.00	\$269,625.00			
16	5/1/2034			\$13,375.00	\$13,375.00	2034	\$283,000.00	\$535,000
	11/1/2034	\$ 260,000	5.000%	\$13,375.00	\$273,375.00			
17	5/1/2035			\$6,875.00	\$6,875.00	2035	\$280,250.00	\$275,000
	11/1/2035	\$ 275,000	5.000%	\$6,875.00	\$281,875.00			
18	5/1/2036			\$0.00	\$0.00	2036	\$281,875.00	\$0
		\$ 3,400,000		\$ 1,738,852	\$ 5,138,852		\$ 5,138,852	

Total \$1,570,000

Year	Date	Loan Principal	Loan Yield	Interest	Loan Debt Service	Fiscal Year	FY Loan Debt Service	Principal Balance
1	5/1/2019			\$33,362.50	\$33,362.50	2019	\$33,362.50	\$1,570,000
	11/1/2019	\$ 60,000	5.000%	\$39,250.00	\$99,250.00			
2	5/1/2020	\$ -		\$37,750.00	\$37,750.00	2020	\$137,000.00	\$1,510,000
	11/1/2020	\$ 65,000	5.000%	\$37,750.00	\$102,750.00			
3	5/1/2021			\$36,125.00	\$36,125.00	2021	\$138,875.00	\$1,445,000
	11/1/2021	\$ 65,000	5.000%	\$36,125.00	\$101,125.00			
3	5/1/2022			\$34,500.00	\$34,500.00	2022	\$135,625.00	\$1,380,000
	11/1/2022	\$ 70,000	5.000%	\$34,500.00	\$104,500.00			
4	5/1/2023			\$32,750.00	\$32,750.00	2023	\$137,250.00	\$1,310,000
	11/1/2023	\$ 75,000	5.000%	\$32,750.00	\$107,750.00			
5	5/1/2024			\$30,875.00	\$30,875.00	2024	\$138,625.00	\$1,235,000
	11/1/2024	\$ 75,000	5.000%	\$30,875.00	\$105,875.00			
6	5/1/2025			\$29,000.00	\$29,000.00	2025	\$134,875.00	\$1,160,000
	11/1/2025	\$ 80,000	5.000%	\$29,000.00	\$109,000.00			
7	5/1/2026			\$27,000.00	\$27,000.00	2026	\$136,000.00	\$1,080,000
	11/1/2026	\$ 85,000	5.000%	\$27,000.00	\$112,000.00			
8	5/1/2027			\$24,875.00	\$24,875.00	2027	\$136,875.00	\$995,000
	11/1/2027	\$ 90,000	5.000%	\$24,875.00	\$114,875.00			
9	5/1/2028	\$ -		\$22,625.00	\$22,625.00	2028	\$137,500.00	\$905,000
	11/1/2028	\$ 95,000	5.000%	\$22,625.00	\$117,625.00			
10	5/1/2029			\$20,250.00	\$20,250.00	2029	\$137,875.00	\$810,000
	11/1/2029	\$ 100,000	5.000%	\$20,250.00	\$120,250.00			
11	5/1/2030			\$17,750.00	\$17,750.00	2030	\$138,000.00	\$710,000
	11/1/2030	\$ 105,000	5.000%	\$17,750.00	\$122,750.00			
12	5/1/2031			\$15,125.00	\$15,125.00	2031	\$137,875.00	\$605,000
	11/1/2031	\$ 110,000	5.000%	\$15,125.00	\$125,125.00			
13	5/1/2032			\$12,375.00	\$12,375.00	2032	\$137,500.00	\$495,000
	11/1/2032	\$ 115,000	5.000%	\$12,375.00	\$127,375.00			
14	5/1/2033			\$9,500.00	\$9,500.00	2033	\$136,875.00	\$380,000
	11/1/2033	\$ 120,000	5.000%	\$9,500.00	\$129,500.00			
15	5/1/2034			\$6,500.00	\$6,500.00	2034	\$136,000.00	\$260,000
	11/1/2034	\$ 125,000	5.000%	\$6,500.00	\$131,500.00			
16	5/1/2035			\$3,375.00	\$3,375.00	2035	\$134,875.00	\$135,000
	11/1/2035	\$ 135,000	5.000%	\$3,375.00	\$138,375.00			
17	5/1/2036			\$0.00	\$0.00	2036	\$138,375.00	\$0
		\$ 1,570,000		\$ 793,363			\$ 2,363,363	

Burlington - DOWTOWN TIF District

Interfund Loan

Closing Date	10/15/18
Loan Amount	\$250,000
Loan Term	5 Years
Interest Rate	0.00%

<u>Payment Dates</u>	<u>Fiscal Year</u>	<u>Quaterly Payment</u>	<u>Fiscal Year Payment</u>	<u>Outstanding Balance</u>
01/15/19	2019	\$12,500	\$25,000	\$237,500
04/15/19		\$12,500		\$225,000
07/15/19		\$12,500		\$212,500
10/15/19		\$12,500		\$200,000
01/15/20	2020	\$12,500	\$50,000	\$187,500
04/15/20		\$12,500		\$175,000
07/15/20		\$12,500		\$162,500
10/15/20		\$12,500		\$150,000
01/15/21	2021	\$12,500	\$50,000	\$137,500
04/15/21		\$12,500		\$125,000
07/15/21		\$12,500		\$112,500
10/15/21		\$12,500		\$100,000
01/15/22	2022	\$12,500	\$50,000	\$87,500
04/15/22		\$12,500		\$75,000
07/15/22		\$12,500		\$62,500
10/15/22		\$12,500		\$50,000
01/15/23	2023	\$12,500	\$50,000	\$37,500
04/15/23		\$12,500		\$25,000
07/15/23		\$12,500		\$12,500
10/15/23		\$12,500		\$0
	2024		\$25,000	

Burlington TIF Bond Series 2022B

Total \$30,120,000

Year	Date	Loan Principal	Coupon	Interest	Loan Debt Service	Fiscal Year	FY Loan Debt Service	Principal Balance
								\$30,120,000
1	11/1/2022			\$255,183.33	\$255,183.33			
	5/1/2023		5.000%	\$753,000.00	\$753,000.00	2023	\$1,008,183.33	\$30,120,000
2	11/1/2023	\$ 1,685,000		\$753,000.00	\$2,438,000.00			
	5/1/2024		5.000%	\$710,875.00	\$710,875.00	2024	\$3,148,875.00	\$28,435,000
3	11/1/2024	\$ 1,775,000		\$710,875.00	\$2,485,875.00			
	5/1/2025		5.000%	\$666,500.00	\$666,500.00	2025	\$3,152,375.00	\$26,660,000
3	11/1/2025	\$ 1,865,000		\$666,500.00	\$2,531,500.00			
	5/1/2026		5.000%	\$619,875.00	\$619,875.00	2026	\$3,151,375.00	\$24,795,000
4	11/1/2026	\$ 1,960,000		\$619,875.00	\$2,579,875.00			
	5/1/2027		5.000%	\$570,875.00	\$570,875.00	2027	\$3,150,750.00	\$22,835,000
5	11/1/2027	\$ 2,060,000		\$570,875.00	\$2,630,875.00			
	5/1/2028		5.000%	\$519,375.00	\$519,375.00	2028	\$3,150,250.00	\$20,775,000
6	11/1/2028	\$ 2,165,000		\$519,375.00	\$2,684,375.00			
	5/1/2029		5.000%	\$465,250.00	\$465,250.00	2029	\$3,149,625.00	\$18,610,000
7	11/1/2029	\$ 2,275,000		\$465,250.00	\$2,740,250.00			
	5/1/2030		5.000%	\$408,375.00	\$408,375.00	2030	\$3,148,625.00	\$16,335,000
8	11/1/2030	\$ 2,395,000		\$408,375.00	\$2,803,375.00			
	5/1/2031		5.000%	\$348,500.00	\$348,500.00	2031	\$3,151,875.00	\$13,940,000
9	11/1/2031	\$ 2,515,000		\$348,500.00	\$2,863,500.00			
	5/1/2032		5.000%	\$285,625.00	\$285,625.00	2032	\$3,149,125.00	\$11,425,000
10	11/1/2032	\$ 2,645,000		\$285,625.00	\$2,930,625.00			
	5/1/2033		5.000%	\$219,500.00	\$219,500.00	2033	\$3,150,125.00	\$8,780,000
11	11/1/2033	\$ 2,780,000		\$219,500.00	\$2,999,500.00			
	5/1/2034		5.000%	\$150,000.00	\$150,000.00	2034	\$3,149,500.00	\$6,000,000
12	11/1/2034	\$ 2,925,000		\$150,000.00	\$3,075,000.00			
	5/1/2035		5.000%	\$76,875.00	\$76,875.00	2035	\$3,151,875.00	\$3,075,000
13	11/1/2035	\$ 3,075,000		\$76,875.00	\$3,151,875.00			
						2036	\$3,151,875.00	\$0
		\$ 30,120,000		\$ 11,844,433	\$ 41,964,433		\$ 41,964,433	

City of Burlington – Downtown TIF District

Substantial Change Request Narrative

June 2023

The City of Burlington submits this Substantial Change application to the Vermont Economic Progress Council (VEPC) for two main purposes:

- 1) review the district and its finances following the closure of the debt incurrence period (with all actual debt now known), including review of any proposed adjustment in the share of property taxes retained for the remaining life of the TIF district, and
- 2) resolve the questions about the use of the Champlain College development fee.

Background

Burlington's Downtown TIF district was approved by VEPC in 2011. Since then, three requests for Substantial Change and Phase Filings have been approved, in 2014, 2020, and 2021.

The Downtown TIF district has helped pay for significant public infrastructure improvements and brownfield remediation all of which has directly and indirectly stimulated substantial private investment. To date, TIF investments have included:

- Great Streets reconstruction of St. Paul Street from Main Street to Maple Street.
- Main Street stormwater upgrades completed as part of the redevelopment of City Hall Park as a precursor to Great Streets reconstruction of Main Street.
- Upgrades to the Market Place parking garage.
- Browns Court environmental remediation.

At the time the Downtown TIF district was established the Original Taxable Value was \$170,006,600. Through the current fiscal year (FY 2023), the Grand List has grown to \$284,908,309 (education taxable value). It is expected that three projects identified in the 2021 Substantial Change and which are still expected to be completed in the near term, will add at least another \$23 million to the Grand List. Additional projects are likely but not yet certain which could add tens of millions more.

VEPC's 2021 approval included authorization for reconstruction of Main Street to Great Streets standards from South Union Street to Battery Street. It also included relocation and/or reconstruction of the Ravine Sewer to enable development to occur on the city-owned parking lot at the corner of Main and South Winooski Avenue which is a key corner in downtown and part of the Gateway Block.

The approved debt for this work (and final debt for the TIF district), totaling \$30,120,000, was issued in August 2022.

Main Street Great Streets – Project Design

The Main Street Great Streets project is nearing completion of the design phase. The schedule for construction bidding has been delayed due to some unanticipated design issues regarding stormwater infrastructure and Burlington Electric Department electrical distribution system. Bid documents will be let for construction in mid-July with bids due end of August. Construction is expected to commence November of 2023.

We've attached high level summary project plans. More detailed construction plans are available upon request.

The 2021 Substantial Change included approval of reconstruction and/or relocation of the Ravine Sewer line. At that time a final route and design had not been selected. Since then, it has been determined that a combination of reconstruction and relocation is the most cost-effective and beneficial solution. The plans show the portion of the sewer crossing under the city's parking lot at the corner of Main and South Winooski (the "City Parking Lot") being replaced with a "micro-tunnel" line. This approach will have the structural integrity to allow development of a future building above.

From there the line will be relocated to turn west on Main Street downhill to Church Street where it will turn south on Church Street to Maple Street where it will reconnect with the existing sewer line. A spur will extend east on King Street from Church Street about a half block to pick up stormwater from the portion of the ravine sewer south of Main Street and further disconnect the sewer from service. This design will allow future development on the City Parking Lot and better enable redevelopment of other parcels where the sewer is being disconnected. This design also has the benefit of resolving the storm sewer constraint preventing development of the former Hood Plant site that was identified in the original 2011 TIF plan. That was part of the original VEPC approval for the Downtown TIF district and is being re-activated by this design solution to the Ravine Sewer.

The plans show the Great Streets designs along Main Street. Approximately 200 feet of Church Street south of Main Street will also be partially reconstructed (but not to Great Streets standards) as a result of the particularly deep excavation necessary in that area for the Ravine Sewer replacement line. This reconstruction will also provide a new loading zone for businesses in the vicinity to replace loading zones being lost on Main Street as a result of the Great Streets project.

TIF Finances

As requested, the financial workbook submitted with this Substantial Change shows actual cash flows from the beginning in FY17 through FY22 with projections for the remaining life of the district (FY23-FY36). FY37 is also included because there will be some costs to close the district that year, such as a final audit by the state auditor.

The projections show a potential surplus at the end of FY37 of approximately \$4.7 million. We think it likely (but not guaranteed) that the actual surplus will be greater. Like all such projections, there are some key assumptions built in. These include:

- Taxable development projects. Our assumptions for new development that will create new increment remain the same as those shown in the 2021 Substantial Change. These are 151-157 South Champlain Street (currently under construction), CHT-VFW (currently under contract, with financing committed, and it has obtained its zoning approval), and YMCA redevelopment. The YMCA is now under contract to a new buyer for redevelopment as multi-family housing rather than the previously planned hotel.
- Background growth in the district. We've used the identical assumption as in the 2021 Substantial Change at approx. 1% per year.
- Tax rate increases. We've assumed the same rates of increase as in the Waterfront TIF district Substantial Change approved earlier this year.

To clarify one point, when the Downtown TIF district was established in 2011 it was approved by VEPC with 75% of incremental municipal taxes being retained. When the City submitted a Phase Filing in 2014 the City proposed to increase the retention of incremental municipal taxes to 100%. In the same filing, the City proposed to reimburse internal City staff time as related costs which the City understood to be covered by the additional 25% of municipal incremental taxes. Every filing since, including the present application, has shown retention of 100% of incremental municipal taxes and reimbursement of City staff time as related costs. The city continues to understand that the increase of municipal increment retention from 75% to 100% was sought and authorized so that the additional municipal increment retention would serve as a funding source for municipal staff time expenses which, under Vermont law, cannot utilize education tax increment, i.e. they must be covered by municipal increment only. The City has learned that the State Auditor's Office believes that this authorization of 100% municipal increment retention is ambiguous and could lead to a conclusion that 100% municipal increment retention was required in order to establish a sufficient debt service schedule for the district.

We believe the City's authorization to reimburse city staff time as related costs is already clear because city staff time has been shown as a related cost in every Phase Filing or Substantial Change since 2014. Nonetheless, to erase any doubt, the City requests the findings for this Substantial Change unambiguously clarify that use of municipal increment to cover past and future eligible municipal staff time is permissible as related costs.

Champlain College Development Fee

Under an agreement entered into between the City of Burlington and Champlain College in December 2016, the college committed to paying a development fee of \$260,000 per year for twenty years commencing July 1, 2017 (FY 2018). For the first four years (FY18 through FY21) the City applied these funds, totaling \$1,040,000 to the cost of rebuilding City Hall Park, including stormwater upgrades on Main Street abutting the park. Commencing FY22 the

college's annual fee began to be deposited into the City's Downtown TIF fund. The question is whether the \$1,040,000 for FY18-FY21 should have been deposited into the TIF fund.

As the City understands it, VEPC's perspective is that its decision on November 30, 2020 required the FY18-FY21 funds to go into the TIF fund. Indeed, the letter issued to the City, dated November 30, 2020 includes the condition "The annual \$260,000 Development Agreement Fee will be deposited into the TIF Fund to be used for debt service and related costs...". Rightly or wrongly, the City's perspective is that it understood the condition to be forward-looking only, not retroactive.

Without attempting to determine the correctness of either party's perspective, the City proposes to make the question moot with a minor variation. Rather than put the funds in question into the TIF fund, the City proposes to use \$1,040,000 of its capital funds to directly help pay for the VEPC approved Main Street Great Streets capital improvements. Specifically, when the City issued the final VEPC-authorized \$30 million bond, it negotiated a bond premium that does not need to be repaid. The City proposes to use this additional funding source, totaling \$4,261,971 (net after cost of issuance of the bond), to help pay for the Main Street Great Streets project and related costs, with \$1,040,000 of that designated to replace the disputed Champlain College funds. Indeed, because the City proposes to use 100% of the bond premium to help pay for the Main Street Great Streets project and related costs, the City is proposing to replace the Champlain College fees with more than four times the disputed amount.

We believe this to be a reasonable and amicable solution to the matter and request VEPC's approval.

Main Street Great Streets – Budget

Construction costs have escalated dramatically since the City obtained Substantial Change approval from VEPC in 2021. So, it's no surprise that costs are higher than budgeted at that time. In 2021 we projected \$30,658,933 to be the cost in FY24 and now estimate the cost to be \$34,501,971. Using the bond premium which the City negotiated we are able to cover the increased costs. Please note that up to \$500,000 of the bond premium may be used to cover related costs above the \$1,848,000 authorized by voters and VEPC.

Here is the current budget:

Sources	
Bond	\$30,120,000
Replace Champlain College Fee - from Bond Premium	\$1,040,000
Additional Bond Premium	\$3,221,971
	\$34,381,971

Uses	
Construction	\$24,417,229
BED Street Lighting	\$1,049,788
Public Art	\$500,000
Design & Engineering	\$2,694,795
Construction Inspection & Outreach	
Consultants & Related Costs	\$2,000,000
Contingency	\$3,720,159
	<u>\$34,381,971</u>

On Tab “5I-Infrastructure Projects” in cell W-16 under “Other Source” we show \$4,261,971 which includes the Champlain College fee replacement and the additional bond premium. In the 2021 Substantial Change application we showed \$475,000 in this cell W-16 “Other Source”. This was an awarded grant which the City has subsequently determined will cost more than it provides due to various regulations and restrictions. The decision has been made to reject this funding source. A copy of the City’s letter returning the grant is provided.

Please note that the City is using approximately \$120,000 of its own paving budget to repave and restripe a portion of Main Street east of South Union Street which is necessary to align the lane striping with the design for Main Street Great Streets west of South Union Street. Although this is directly related to the Main Street Great Streets project, we have not included it in the budget above or in the financial workbook because it is outside the TIF district.

Tax Rates

To be consistent with Burlington finances, throughout the spreadsheet all the inputs relate to fiscal years, not calendar years. Although we are now more than halfway through FY23, the spreadsheet begins with the beginning of the current fiscal year (7/1/22) to provide a stable starting point.

In the interests of transparency, please be aware there is a discrepancy between the calculated FY22 ending balance shown in the workbook on Tab “5R-Cash Flow” cell L-12 (\$4,383,089) and in the City’s internal books which show an ending balance of \$4,289,076, about \$94,000 lower. The City has engaged an outside firm, Municap, to reconcile this discrepancy. Currently, we do not have an answer to the question but do not believe it to be material to the overall finances of the TIF district.

We’ve assumed average annual increases in Burlington’s property tax rates identical to the rates included in the Substantial Change application for the Waterfront TIF district approved earlier this year. We have provided a table analyzing the historic increase in Burlington’s tax rates for the 14-year period 2008-2021. We did not include FY22 and FY23 because the City’s reappraisal came into effect as of FY22 and thus the most recent two years are not directly comparable to the previous fourteen. The analysis shows that over the fourteen years the

municipal tax rate increased an average of 2.33% annually. The homestead tax rate increased an average of 5.58% and the non-homestead rate increased an average of 3.6%. The combined municipal and homestead rate increased an average of 4.42% and the combined non-homestead rate increased an average of 3.2%.

Based on this analysis, on Tab 1 “Years and Tax Rates” we have assumed conservative increases of 2% annually on the municipal tax rate and 2.5% on the education tax rate (both homestead and non-homestead). The formulas on row 7 of Tab 5M “Annual TIF Revenue” read these percentages to escalate the tax rates each year from FY24 forward.

Adjustment to Retention of Incremental Taxes

The TIF rule in Section 715 requires municipalities to return to VEPC at the end of the debt incurrence period to determine “...whether the approved shares of incremental revenue to be retained each year should be continued or adjusted to a lower percentage for the remainder of the retention period”. As the City has reached that milestone, we must engage in that conversation and VEPC must decide percentages of municipal and education taxes to be retained going forward.

The financial workbook projects \$4.7 million surplus at the end of the life of the district. It also shows a low balance of about \$1.4 million in the TIF fund in FY29 and FY30. Given the inevitable uncertainties about the timing of when new development will hit the Grand List and what the actual increases in tax rates will be, \$1.4 million is a slim buffer in the scale of this TIF district, representing less than half of a single year’s debt service.

That said, we are optimistic that significant additional new development that is not included in the workbook’s projections will occur. And it is in the interests of both the education fund and the City’s general fund that if taxes exceed what is required for the TIF district the surplus funds be released to those respective funds rather than sit unnecessarily in the TIF fund.

Given the relatively slim margin projected at the low point of the TIF fund, our proposal is that no adjustment be made now. However, we propose that going forward the City supplement its annual report to VEPC with updated projections for the TIF district showing all new development that has occurred or is underway. In the event these projections indicate actual incremental revenues (based on both Grand List growth and actual tax rate increases) are expected to materially exceed the requirements of the TIF district, adjustment could then be made allowing both the education fund and municipal fund to proportionally lower their respective TIF retention. This adjustment could occur multiple times over the remaining life of the district as incremental revenues grow. We believe this approach serves the interests of all parties.



May 22, 2022

TO: Church Street Marketplace District Property Owners
FROM: Kara Alnasrawi, Director of Business & Workforce Development
RE: **NOTICE OF PUBLIC HEARING – SETTING COMMON AREA FEES FY24**
Monday, June 05, 2023, 5:30 PM Burlington City Hall

A public hearing will be held during the regular meeting of Burlington City Council on **Monday, June 5, 2023, at 5:30 pm**, in person at Contois Auditorium, Burlington City Hall, 2nd floor, 149 Church Street, Burlington, Vermont 05401 or by video conference, accessible by link on the City's website, to be posted no less than 48 hours prior to the hearing on the standards to aid in the determination of common area fees and on the annual common area fees for properties in the Church Street Marketplace District proposed by the Church Street Marketplace Commission.

The Marketplace Commission is proposing a continuation of the current standards, which include a per-square-foot cost based on a building's ground floor square footage, and an increase in the per-square-foot cost for FY24 of 5%: \$3.02 per square foot for all properties, along with the recommendation Common Area Fee spreadsheet:

[Churchstmarketplace.com/client_media/files/Miscellaneous/Copy of CSM Common Area Fees FY 24 Attachment A.xlsx](https://churchstmarketplace.com/client_media/files/Miscellaneous/Copy_of_CSM_Common_Area_Fees_FY24_Attachment_A.xlsx)

The provisions applicable to common area fees can be found in the Burlington City Charter, Title VIII, Section 326, which can be located on the City website.

Any assessed party who feels aggrieved by this proposal may appeal the assessment to the City Council by delivering the appeal, in writing, to the City Clerk at City Hall, 149 Church St., Burlington, Vermont. The written appeal may be delivered by any means, but must be received by the City Clerk prior to the public hearing to be considered. Following the public hearing, the Council will make a final determination of the common area fees to be assessed.

For further information please contact:
Kara Alnasrawi
Director of Business & Workforce Development
kara@burlingtonvt.gov
802-238-1910

Resolution Relating to

ALLOCATION METHOD AND STANDARDS FOR
COMMON AREA FEE FORMULA, AND
ESTABLISHMENT OF COMMON AREA FEES
FOR THE CHURCH STREET MARKETPLACE
FOR FISCAL YEAR 2024

RESOLUTION_____

Sponsor(s):
Introduced: _Councilor Joan Shannon
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

1 That WHEREAS, Sec. 326(a) of the City Charter provides that common area fees may be levied on taxable
2 properties located within the Church Street Marketplace District (“Marketplace”) to defray the expenses
3 incurred by the City of Burlington in connection with the operation, maintenance and repair of the
4 Marketplace; and

5 WHEREAS, Sec. 326(b) of the City Charter provides that the City Council, after not less than one duly
6 warned public hearing and after considering the advice of the Church Street Marketplace Commission
7 (“Commission”), shall establish standards to aid in the determination of individual common area fees; and

8 WHEREAS, on March 16, 1992 the City Council resolved that the common area fees for the
9 Marketplace shall be allocated on the basis of total ground floor square footage of buildings within the
10 Marketplace and that this method of allocation shall be fixed in order to provide predictability, stability and
11 foster long term planning and investment by property owners in the Marketplace; and

12 WHEREAS, pursuant to City Charter Sec. 326, the City Council is obligated to levy such common
13 area fees in the proportion that it judges the properties to be benefited by the construction and/or operation of
14 the Marketplace for the ensuing fiscal year no later than June 15th of each year, and upon 12 days’ notice to
15 interested parties including the time, place and schedule of all proposed common area fees; and

16 WHEREAS, the Commission, after holding a public hearing on April 19th, 2023 and May 17th, 2023
17 voted unanimously to increase the common area fee for FY 24 by 5%; and

18 WHEREAS, the Commission recommends that the City Council continue to approve the methods and
19 standards used to establish the common area fee formula, and for FY 24 adopt the fee of \$3.02 per square foot
20 resulting in a total amount levied of \$733,404.42; and

21 WHEREAS, the Church Street Marketplace Department sent out notice of the time and place of the
22 June 5, 2023 hearing, including a complete schedule of all common area fees to the landowners of record in
23 the Marketplace by letter dated May 22, 2023; and

Resolution Relating to **ALLOCATION METHOD AND STANDARDS FOR COMMON AREA FEE**
FORMULA, AND ESTABLISHMENT OF COMMON AREA FEES
FOR THE CHURCH STREET MARKETPLACE
FOR FISCAL YEAR 2024

WHEREAS, the City Council, in setting fees has considered the extent to which each property within the Marketplace has been or will be benefited, including the extent to which the fair market value of the property has been or will be enhanced, by virtue of the construction and/or operation of the Marketplace;

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to City Charter Sec. 326(b), hereby re-adopts the existing standards for allocating common area fees, and levies common area fees for the fiscal year beginning July 1, 2023 and ending June 30, 2024 to include a 5% increase as recommended by the Church Street Marketplace Commission as set forth in Attachment A and directs the Chief Administrative Officer to record this decision so that the amount assessed remains as a lien in the nature of a tax upon the properties so assessed until paid or otherwise discharged.

KA/hm/Resolutions 2023/ ALLOCATION METHOD AND STANDARDS FOR COMMON AREA FEE FORMULA, AND ESTABLISHMENT
OF COMMON AREA FEES
FOR THE CHURCH STREET MARKETPLACE
FOR FISCAL YEAR 2024
06/05/2023

Church St. Marketpla	
Church St. Address: West Side	Sq. Ft
1-7	8,400
11-17	5,102
19-21	7,318
23	1,792
25-27	3,944
29-35	16,665
57-59	3,160
61-69	4,500
71-75	3,834
81-91	14,415
93-95	2,885
97	966
99-101	2,310
103-105	1,846
107-109	1,200
111	1,350
113-115	1,000
117	1,705
123-129	7,623
Church St. Address: East Side	Sq. Ft
2-10	12,802
12-14	1,876
16-18	1,850
20-26	3,198
28	1,380
30	1,560
32	1,890
34-36	2,108
38-44	5,264
46-50	4,836
52-54	6,016
56-58	6,016
62	529
66-78	6,890
80-84	3,708
86-88	1,554
90-96	8,372
98-100	3,618
102	1,752
104-106	2,080
108-110	2,640
112	1,560
114-116	3,082
180 College	126
118-126	3,413
128-130	1,440
132-134	1,620
136-140	3,726
142-144	2,548
146-148	2,175
150	1,518
154	1,518
156	1,587
47-55	24,904
37-43	24,013
TOTAL	243,184



To: Burlington City Council
From: Church Street Marketplace District Commission
Date: May 17, 2023

Re: FY24 Budget and Related Fee Suggestions

As Chairperson of the Church Street Marketplace District Commission, I would hereby like to communicate the following fee suggestions, unanimously passed by the Commission, to City Council for fiscal year 2024.

1) Downtown Improvement District (DID) Fees

The Church Street Marketplace Commission respectfully suggests that DID fees remain unchanged for FY24 at \$0.035 per \$100 in assessed value

2) Church Street Marketplace Common Area Fees

The Church Street Marketplace Commission respectfully suggests that the Council increase the Marketplace Common Area Fees increase by 5% from \$2.87 per square foot to \$3.02 per square foot

Sincerely,

Mark Bouchett
Chair, Church Street Marketplace District Commission

05-18-2023

Date

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Kara Alnasrawi

Title/Subject: Setting of Marketplace Common Area Fees

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/5/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/17/2023	Date that Commission approved
Mayor's Office informed and approved memo	Yes	5/30/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	5/17/2023	Unanimous Commission approval
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	5/22/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/30/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Joan Shannon

Resolution Relating to

ALLOCATION METHOD AND STANDARDS FOR
COMMON AREA FEE FORMULA, AND
ESTABLISHMENT OF COMMON AREA FEES
FOR THE CHURCH STREET MARKETPLACE
FOR FISCAL YEAR 2024

RESOLUTION 7.9

Sponsor(s): 06/05/23
Introduced: _Councilor Joan Shannon
Referred to: _____

Action: _adopted
Date: 06/05/23
Signed by Mayor: 06/07/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

1 That WHEREAS, Sec. 326(a) of the City Charter provides that common area fees may be levied on taxable
2 properties located within the Church Street Marketplace District ("Marketplace") to defray the expenses
3 incurred by the City of Burlington in connection with the operation, maintenance and repair of the
4 Marketplace; and

5 WHEREAS, Sec. 326(b) of the City Charter provides that the City Council, after not less than one duly
6 warned public hearing and after considering the advice of the Church Street Marketplace Commission
7 ("Commission"), shall establish standards to aid in the determination of individual common area fees; and

8 WHEREAS, on March 16, 1992 the City Council resolved that the common area fees for the
9 Marketplace shall be allocated on the basis of total ground floor square footage of buildings within the
10 Marketplace and that this method of allocation shall be fixed in order to provide predictability, stability and
11 foster long term planning and investment by property owners in the Marketplace; and

12 WHEREAS, pursuant to City Charter Sec. 326, the City Council is obligated to levy such common
13 area fees in the proportion that it judges the properties to be benefited by the construction and/or operation of
14 the Marketplace for the ensuing fiscal year no later than June 15th of each year, and upon 12 days' notice to
15 interested parties including the time, place and schedule of all proposed common area fees; and

16 WHEREAS, the Commission, after holding a public hearing on April 19th, 2023 and May 17th, 2023
17 voted unanimously to increase the common area fee for FY 24 by 5%; and

18 WHEREAS, the Commission recommends that the City Council continue to approve the methods and
19 standards used to establish the common area fee formula, and for FY 24 adopt the fee of \$3.02 per square foot
20 resulting in a total amount levied of \$733,404.42; and

21 WHEREAS, the Church Street Marketplace Department sent out notice of the time and place of the
22 June 5, 2023 hearing, including a complete schedule of all common area fees to the landowners of record in
23 the Marketplace by letter dated May 22, 2023; and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

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

..... Clerk

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

Attest:

..... Mayor

Vol. Page

* * * * *

**Resolution Relating to ALLOCATION METHOD AND STANDARDS FOR COMMON AREA FEE
FORMULA, AND ESTABLISHMENT OF COMMON AREA FEES
FOR THE CHURCH STREET MARKETPLACE
FOR FISCAL YEAR 2024**

WHEREAS, the City Council, in setting fees has considered the extent to which each property within the Marketplace has been or will be benefited, including the extent to which the fair market value of the property has been or will be enhanced, by virtue of the construction and/or operation of the Marketplace;

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to City Charter Sec. 326(b), hereby re-adopts the existing standards for allocating common area fees, and levies common area fees for the fiscal year beginning July 1, 2023 and ending June 30, 2024 to include a 5% increase as recommended by the Church Street Marketplace Commission as set forth in Attachment A and directs the Chief Administrative Officer to record this decision so that the amount assessed remains as a lien in the nature of a tax upon the properties so assessed until paid or otherwise discharged.

KA/hm/Resolutions 2023/ ALLOCATION METHOD AND STANDARDS FOR COMMON AREA FEE FORMULA, AND ESTABLISHMENT
OF COMMON AREA FEES
FOR THE CHURCH STREET MARKETPLACE
FOR FISCAL YEAR 2024
06/05/2023

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Kara Alnasrawi, CSM Director

ORIGINAL

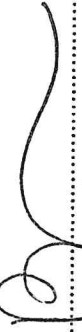
RESOLUTION RELATING TO

Allocation Method And Standards For Common Area Fee Formula, And

Establishment Of Common Area Fees For The Church Street Marketplace For Fiscal Year
2024

Adopted by the City Council

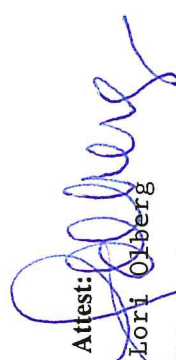
June 5, 2023

 Clerk

Approved 6/7/23, 2023

 Mayor

Attest:


Lori Olberg

Licensing, Voting and Records Coordinator Vol. Page

* * * * *

Resolution Relating to

ACCEPTING GRANT FUNDING FROM THE
DEPARTMENT OF MENTAL HEALTH FOR THE CRISIS
RESPONSE TEAM AND EXPLORING THE CREATION OF
A BURLINGTON CAIP DEPARTMENT

RESOLUTION_____

Sponsor(s): Councilor(s)Paul,
Carpenter, Traverse, Magee

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, providing everyone in our community with the ability to be free from harm or danger such that all
2 of us are protected and supported in a way that brings us peace and security is the essence of public safety; and

3 WHEREAS, our community has grown to understand and appreciate that public safety goes beyond traditional
4 police and fire departments to include, in addition to sworn police officers, firefighters, and emergency medical
5 technicians, a care-based approach with trained human services professionals focusing on services supporting
6 community members without permanent shelter, those struggling with substance-use disorder, mental health challenges,
7 and persons with chronic and crisis response needs; and

8 WHEREAS, these are the three arms of public safety, law enforcement, fire services, and care-based crisis
9 responders; we can’t have one without the other; and

10 WHEREAS, law enforcement, fire services and care-based crisis responders must work collaboratively as
11 equals to be effective within the overall public safety apparatus; and

12 WHEREAS, from our City website, our CAIP team’s “incredibly important public safety work” and
13 “coordinated effort among multiple City of Burlington positions, from domestic violence to victim’s services, from
14 intervention in low-level crises to support for those experiencing mental-health challenges or substance-use disorder,
15 CAIP team members address conditions that don’t require police intervention but have a public safety, public health, or
16 quality-of-life nexus”;

17 WHEREAS, the soon-to-be implemented Burlington CARES program, modelled after and inspired by the
18 CAHOOTS program from Eugene, Oregon, was intended to be run by a care-based nonprofit and now will be based
19 within the city, should be housed within a department that prioritizes a social work culture as its primary mission; and

20 WHEREAS, at the May 1 City Council meeting, the Council by a vote of 10-2 authorized the creation of an
21 Assistant Director of Crisis, Advocacy, Intervention Programs (CAIP), signifying the value the Council and
22 Administration place on this area of public safety, both for the present and the future of our community’s public safety
23 needs.

24 NOW, THEREFORE, BE IT RESOLVED that the City Council requests that an evalution be done by the
25 Administration, to include public safety employees, to explore Burlington CAIP becoming a department of the City, as

Resolution Relating to ACCEPTING GRANT FUNDING FROM THE DEPARTMENT OF MENTAL HEALTH FOR THE CRISIS RESPONSE TEAM AND EXPLORING THE CREATION OF A BURLINGTON CAIP DEPARTMENT

our police department and fire department, respecting the equal contributions all our public safety services play in the keeping Burlingtonians safe; and

BE IT FURTHER RESOLVED that an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (Police, Fire, and CAIP) and insure the implementation of coordinated emergency dispatch and effective community response; and

BE IT FURTHER RESOLVED that a report come to the Public Safety Committee in October 2023 for its review with a referral to the full Council at the first meeting in November; and

BE IT FURTHER RESOLVED that the City Council approves and authorizes the Acting Chief of Police to execute all necessary documentation in acceptance of the Vermont Department of Mental Health grant awarded to the City in the amount of \$667,252.00 for fiscal years '23 and '24, a two-year, 50/50 cost share for the implementation of the Medical Enhanced Mobil Crisis Response Team, upon final review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that this Council will once again express its committed to recruitment and retention of all our public safety positions and to seeing that everyone's work is valued for the unique role they play in keeping the public safe.

Resolution Relating to

ACCEPTING GRANT FUNDING FROM THE
DEPARTMENT OF MENTAL HEALTH FOR THE CRISIS
RESPONSE TEAM AND EXPLORING THE CREATION OF
A BURLINGTON CAIP DEPARTMENT

RESOLUTION 7.10

Sponsor(s): Councilor(s) Paul,
Carpenter, Traverse, Magee

Introduced: 06/05/23

Referred to: _____

Action: adopted

Date: 06/05/23

Signed by Mayor: 06/07/23

CITY OF BURLINGTON

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

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3 WHEREAS, our community has grown to understand and appreciate that public safety goes beyond traditional
4 police and fire departments to include, in addition to sworn police officers, firefighters, and emergency medical
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6 community members without permanent shelter, those struggling with substance-use disorder, mental health challenges,
7 and persons with chronic and crisis response needs; and

8 WHEREAS, these are the three arms of public safety, law enforcement, fire services, and care-based crisis
9 responders; we can't have one without the other; and

10 WHEREAS, law enforcement, fire services and care-based crisis responders must work collaboratively as
11 equals to be effective within the overall public safety apparatus; and

12 WHEREAS, from our City website, our CAIP team's "incredibly important public safety work" and
13 "coordinated effort among multiple City of Burlington positions, from domestic violence to victim's services, from
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ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

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..... Clerk

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

..... Mayor

Vol. Page

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Resolution Relating to ACCEPTING GRANT FUNDING FROM THE DEPARTMENT OF MENTAL
HEALTH FOR THE CRISIS RESPONSE TEAM AND EXPLORING THE CREATION OF A
BURLINGTON CAIP DEPARTMENT

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* * * * *

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Police Chief Jon Murad

ORIGINAL

RESOLUTION RELATING TO

Accepting Grant Funding From The Department Of Mental Health For The Crisis Respons
Team And Exploring The Creation Of A Burlington CAIP Department

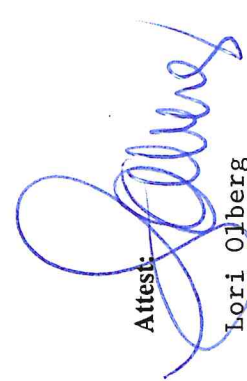
Adopted by the City Council

June 5, 2023

 Clerk

Approved, 2023
 Mayor

Attest:


Lori Olberg
Licensing, Voting and Records Coordinator Vol. Page

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