



**To:** Board of Finance and City Council  
**From:** Kara Alnasrawi, Director of Business & Workforce Development  
Samantha Dunn, Assistant Director for Community Works, CEDO  
**CC:** Mayor Miro Weinberger  
CAO Katherine Schad  
**Date:** April 14, 2023  
**Re:** **Community Infrastructure Projects - \$2M ARPA**

---

## BACKGROUND

On March 11, 2021, President Joe Biden signed the American Rescue Plan Act (ARPA). This legislation awarded funds to states, municipalities, and territories to help combat the impacts of the COVID-19 global pandemic. The City of Burlington was awarded a total of \$27 million as part of this once-in-a-generation legislation.

The Business and Workforce Development Team then launched a citywide survey to solicit feedback on community priorities for ARPA spending, receiving close to 4,000 responses, the most responses to any City survey. Members of our community identifying as BIPOC overwhelmingly chose 'investing in community gathering spaces to accommodate music, art, food, and more', as their top choice for community infrastructure. As part of the fiscal year 2023 budget resolution, the City Council approved the use of \$2,000,000 in ARPA funds towards the goal of creating and supporting community infrastructure.

While the initial legislation is strongly directed toward supporting the immediate response to the pandemic's devastating health and economic impacts, the [US Treasury's Final Rule](#) expands usage of funds to include capital expenditures deemed to be an appropriate response to the public health, mental health and economic impacts of the pandemic. Most importantly, these funds should be expended to improve the lives of those disproportionately impacted by Covid and those in qualified census tracts. Creating and investing in opportunities for physical activity, space for social gatherings and community events, and exposure to nature has been linked to a range of public health (physical, social, psychological) benefits.

City staff have identified five projects that include investments in three public parks and two new indoor community gathering spaces which will enhance existing community gathering spaces and create new ones. These projects are spread equitably throughout the City and in qualified census tracts. The five projects either create community gathering spaces in areas that currently lack them or enhance existing infrastructure to better serve the community with the goal of ensuring vibrant community and civic infrastructure throughout the City.

With Board of Finance and City Council support, the use of \$2M in ARPA funds would be allocated as follows:

- ***New North End***
  - ***\$250,000, Redstone Cottage Community Space***
  - ***\$50,000, Upgrades to Fletcher Free Library's Satellite Location***
- ***Old North End***
  - ***\$250,00, Roosevelt Park Pavilion***
- ***South End***
  - ***\$500,000, 405 Pine St. Community Room with Kitchen***

- **Downtown**
  - **\$300,000, City Hall Park Kiosk**
- **Waterfront**
  - **\$600,000, Expanded Waterworks Park Connections & Amenities**
- **Contingency**
  - **\$50,000**

#### **REDSTONE COTTAGE COMMUNITY SPACE (“the Annex”)– \$250,000**

The “Annex” of the Red Stone Cottage at Kieslich Park will provide a new accessible community gathering space along the bus route and within walking distance of many New-North End Burlington residents. It has a standalone entrance allowing the space to be used independently from the historic cottage, or be used in combination with the cottage for one larger rental and programmable space. We envision it as a community space open for programming, meetings and small events. With recent investments in the historic cottage, completing the work on the Annex will provide the community with a gathering place for years to come.

#### **FLETCHER FREE LIBRARY SATELLITE LOCATION - \$50,000**

In December 2021 the Fletcher Free Library opened a pilot branch in the Ethan Allen Shopping Center in the New North End. Due to the wonderful success of this pilot branch, the Mayor’s Office approved its continuation. For the Library’s Fiscal Year 2023 Budget, the New North Branch Library was made permanent. The City has committed to a signed lease and to a permanent part-time position. This investment will allow for physical improvements that will enhance daily operations and allow for expanded programming resulting in a better library experience for all community members.

#### **ROOSEVELT PARK PAVILION - \$250,000**

Roosevelt Park is an active park within Burlington’s Old North End. Frequented by surrounding school classes and children from the Boys and Girls’ Club across the street, it is also a meeting point for the summer meals program and long-standing tennis instruction. With increasing temperatures due to climate change, investing in a pavilion at Roosevelt Park would provide a much-needed, free, shaded, community space within the park. It would also provide a space for quiet play, family get-togethers and shelter from inclement weather during summer camps or school outings.

#### **PINE STREET COMMUNITY ROOM WITH KITCHEN - \$500,000**

Located in the heart of Burlington's arts and enterprise zone, the 405 Pine Street project is the redevelopment of an existing 32,800 SF industrial building that addresses the shortage of space available for artist and community use. The project is currently under construction and will complete a portion of the envelope improvements including new windows and doors, insulation, and siding that improve energy efficiency by the end of March 2023. This investment will leverage fundraising to make possible a subsidized community gathering space with an industrial kitchen designed to welcome immigrant and multicultural communities who associate creative intergenerational gathering with shared food. The community room kitchen is part of the interior renovations planned for completion by the end of 2026.

#### **CITY HALL PARK KIOSK - \$300,000**

City Hall Park serves as the geographic and cultural center of the City. The recent overhaul of the park prioritized a healthy functioning urban park, accessibility for all users in all seasons, and free arts and culture programming. This investment will realize the kiosk envisioned in the redevelopment plans which will serve a dual purpose of providing food and drink within the park as well as information/education. The kiosk will be custom designed for the City to include engaging net zero energy education, an “information station” with upcoming events and information on how to access important resources and services as well as the infrastructure required for new food and drink options. The RFP for the kiosk will include a requirement to donate a portion of profits to a local non-profit whose work is primarily in the fields of homelessness and/or hunger.



## **EXPANDED WATERWORKS PARK CONNECTIONS & MORAN FRAME ENHANCEMENTS - \$600,000**

In November 2022, the City cut the ribbon on the first phase of the transformation of the former coal-powered Moran Municipal Generating Station into the Moran Frame – a new City Park. This work completed efforts to restore public access to the northern waterfront. Additional investments in the expanded Waterworks Park (including the Fishing Pier, Moran Frame, and A\_Dog Skatepark) will incorporate public engagement and design to elevate opportunities for community gathering and public art. We anticipate this infrastructure investment will bring accessible connectivity, improved wayfinding, restrooms, play opportunities and shade, to support the use of this waterfront asset by multigenerational visitors of all abilities.

---

## Lori Olberg

---

**From:** Sarah Montgomery  
**Sent:** Monday, April 3, 2023 12:02 PM  
**To:** Lori Olberg  
**Subject:** FW: Moving on

BRV member resignation – Charles Cashatt.

**From:** Cashatt, Charles <Charles.Cashatt@uvmhealth.org>  
**Sent:** Sunday, April 2, 2023 5:55 PM  
**To:** Sarah Montgomery <smontgomery@burlingtonvt.gov>; alisonharte518@gmail.com; annie.c.schneider@gmail.com; ggrundha@gmail.com; Karen <karenburlington@yahoo.com>; kate.baldwin@uvm.edu; LARRY.GRANILLO@UVM.EDU; lismickenberg@gmail.com; Michael McGarghan <mmcgarghan@burlingtonvt.gov>; Michelle Lefkowitz <lefkoweiss@yahoo.com>; rockjonesvt@gmail.com; theavt39@gmail.com  
**Cc:** Tenzin Chokden <tchokden@burlingtonvt.gov>; Cashatt, Charles <Charles.Cashatt@uvmhealth.org>  
**Subject:** Moving on

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

Hello my fellow BRV colleagues and friends.

It is with much sadness that I must inform you of my resignation from the Board for the Registration of Voters effective immediately. Circumstances in my life as they are now have forced me to a very important inflection point. After much contemplation and discussion with friends and family I have decided to relocate to Indiana to be closer to friends. I expect to move in the next 8-10 weeks.

I want you to know how special this group is to me. Through the knowledge and experience I have gained from you all I was able to help countless people gain access to voting in Burlington. While the work was hard at times the experience has been truly satisfying and I know that my contributions have helped shape the way Burlington, our state, and our country are run. I truly enjoy the work and plan to continue in a similar capacity in my new home. For those who were here when my husband passed away I am eternally grateful for the love and support that you showed me during that very difficult time.

I plan to reach out to individuals separately in the coming days and weeks to express my gratitude. It has been an honor and a privilege to serve with such an amazing group of people. You will all be missed greatly by me.

Sincerely,

Charles Cashatt

This message and any attachments may contain information that is confidential, privileged and/or protected from disclosure under state and federal laws. If you received this message in error or through inappropriate means, please reply to this message to notify the Sender that the message was received by you in error, and then permanently delete this message from all storage media, without forwarding or retaining a copy.

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.

## **Lori Olberg**

---

**From:** City of Burlington Vermont  
**Sent:** Friday, March 31, 2023 9:36 AM  
**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: Brad Wiltfong

Reply to e-mail Address: bradwiltfong@gmail.com

Subject: Aggressive Driving in Downtown

Message: Hello,

My name is Brad Wiltfong. I am a citizen of Burlington living in Ward 7 who commutes by bike to work/recreation/shopping year round.

On Wednesday 3/29 while riding into downtown from the waterfront on Main St I was coal rolled and had various slurs shouted at me.

For riding a bike. On main street. When I was going the speed limit. Into a stop sign (the person in the car blew the stop sign and sped away into downtown).

On Thursday 3/30 while riding home from work in the parking lot at the end of Lake St I was "punishment passed" and verbally assaulted.

For riding a bike. In a parking lot. In a recreation area.

I cannot express to you how frustrating, tiresome, and panic inducing being threatened by people in cars can be.

The American fixation on cars and "might makes right" entitlements is a potent combo that we see is having profoundly toxic results.

The amount of space we dedicate to cars in Downtown Burlington and the greater area is unacceptable. The lack of safe infrastructure and appropriate enforcement of traffic laws is unacceptable.

We devote so much space to the movement of cars and it only ever results in negative outcomes. Unsafe communities, extreme financial burdens, and unsustainable futures.

Please do more to move Burlington towards a safer and more sustainable transportation future.

It should be no surprise that more people don't ride bikes for transportation in Burlington. Look at the spaces we've built. Notice how reckless the people in cars are. Pay attention to the cultural narratives around people on bikes.

We need to fundamentally reevaluate how we move around our cities. We can't afford to continue car dependent development. Painted bike lanes and sharrows do not cut it.

There is clearly a demand for safer streets and more bikeable and walkable communities. Look at the bike path any given day. If you approach bike infrastructure as a means of transport and create a network of safe bikeways, people will use them. I forgo going to SO MANY businesses because it is unsafe to bike there.

We don't get to have our cake and eat it too. We need to reevaluate how we build and apportion our public spaces. We will need to take space away from personal automobiles and give it to people walking/biking and public transit.

I encourage all Council members to regularly walk/bike/public transit for their transportation needs. Please stay aware of what people outside cars experience. Please recognize that we devote too much space to personal automobiles. Please take action to make our future sustainable and safer.

Support and introduce actions to improve bike/walk/public transit in Burlington and support proven methods of street design and automated enforcement.

Brad

Submitted on Friday, March 31, 2023 - 09:35 from IP address: 69.5.119.69

Check IP address location: <https://viewdns.info/iplocation/?ip=69.5.119.69>

Questions about this form? e-mail [webmaster@burlingtonvt.gov](mailto:webmaster@burlingtonvt.gov)



## MEMORANDUM

TO: Board of Finance and City Council

FROM: Martin Lee, Ashley Walenty and Megan Moir, DPW - Water Resources

DATE: April 10, 2023

CC: Chapin Spencer, DPW Director

RE: Distribution and Collection System Improvements – Consultant Amendment

---

### **REQUEST:**

The Department of Public Works ("DPW") and its Water Resources Division seeks authorization, through the attached motion to amend the contract with DuBois & King ("D&K") for construction oversight by increasing the contract by \$267,552.00 for a total not to exceed value of \$546,291.00.

### **BACKGROUND:**

#### *Project Summary*

This is a large \$7M+ comprehensive construction project that includes improvements to the following infrastructure: water mains, sewer mains, stormwater mains, and street pavement. The project involves collaboration between the General Fund Technical Services and the Water Resources work groups at the Department of Public Works, with each infrastructure type funded or financed through appropriate sources. In summary, this project includes 1,905 feet of sewer pipe replacement, 22,000 feet of sewer pipe relining, 20 feet of stormwater pipe replacement, 25,000 feet of stormwater pipe relining, 575 feet of water main replacement, 5,600 feet of water main relining, and 0.82 miles of full width pavement restoration on select streets. In August 2021 City Council provided initial approval for the construction contract with Granite Inliner can be viewed here:

<http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=C5LRXF6FEC03>

The initial contract approval did not include Overlake Park water line rehabilitation work because funding was not available for that particular bid alternate. City Council has since approved ARPA funds for including the Overlake Park bid alternate plus the rehabilitation of an additional piece of the water main on Overlake Park that was not in the original bid. That approval from June 2022 can be viewed here:

<http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=CEYKGN5138F1>

DuBois & King has been under contract to provide construction oversight for this project prior to contractor procurement. DuBois & King has been representing city interests and maintaining a field presence for the duration of the project which is critical for ensuring project quality and accurate accounting of pay items. DuBois & King has also provided construction administrative support which includes managing meetings, submittals, pay applications, and public outreach support. The DuBois & King team is supported by Burlington Water Resources engineers who

designed the project. DuBois & King has been providing a valuable service for this project since 2020 and their contract is on a time and material basis with a not to exceed value. We are near the end of their current not to exceed value and DuBois & King is due for a contract amendment to increase their fee to cover the remainder of the 2023 construction season. The initial City Council approval for DuBois & King was for one construction season and can be viewed here:

<http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=BMEMP25B6026>

The contract extension for DuBois & King in 2022 can be viewed here:

<http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=CGXR7W6AD839>

#### **PROJECT COST AND FUNDING SUMMARY:**

##### ***DUBOIS & KING PROJECT COSTS:***

DuBois & King is providing a crucial service as a construction inspector and construction administration for our important Distribution and Collection System Improvements project. DuBois & King's initial contract was approved in 2020 and the cost was based on providing services for the initial construction season (\$141,678) of a multi-year project. DuBois & King provided an amended proposal at the end of June 2022 for an additional \$137,061.00 to be billed on a time and material basis to continue to provide construction inspection and administrative services through December of 2022. That last contract amendment value has not been reached yet because DuBois & King expended less time and material than estimated in 2022. It is expected to be expended by the end of April 2023, and this project is expected to last through November 2023.

This current amendment proposal from DuBois & King (attached) is for \$267,552.00 which will bring the total not to exceed contract to \$546,291.00. The amended contract should be adequate to cover the construction project which is expected to be completed by the end of 2023. Reasons for the 2023 amendment being higher than the original contract value include an approximately 40% larger scope of work for this construction year 2023 and there has been an increase in hourly rates since the contract was first executed in 2020. The increase in hourly rates per year averages at around 9%. This increase accounts for inflation and the hourly rates are within industry standards. As a reference, the overall fee for DuBois & King remains below Vermont's Engineering Fee Allowance as published by the Department of Environmental Conservation for Clean Water State Revolving Fund Projects. The construction phase engineering cost allowance for this project is approximately \$721,000 based on the initial construction contract value of \$6,744,196. DuBois & King costs will be well below that.

This project has been designed and administered primarily by DPW Water Resources engineers which has resulted in engineering savings during design. Paying for DuBois & King as a force multiplier during the construction phase is important to ensure we have adequate construction oversight. While all construction contractor costs have been paid for through funding or financing sources outside the Water Resources annual budgets (i.e. 2018b Bond Series, Drinking Water State Revolving Fund Loan and ARPA funding), construction engineering costs have been paid for out of annual capital funding from the various Water Resources budgets.

The following DuBois & King project cost summary table outlines the project costs for construction oversight services on this project. The bold amendment is what we are seeking approval for in this memo.

DuBois & King Project Cost Summary Table

| <b>Description</b>                                        | <b>Cost</b>         | <b>Notes</b>                                                       |
|-----------------------------------------------------------|---------------------|--------------------------------------------------------------------|
| Initial Contract                                          | \$141,678.00        | Approved in March 2020                                             |
| 2022 Contract Amendment for Construction Oversight        | \$137,061.00        | Approved in August 2022                                            |
| <b>2023 Contract Amendment for Construction Oversight</b> | <b>\$267,552.00</b> | <b>Approval being requested in this memo</b>                       |
| TOTAL:                                                    | \$546,291.00        | Total not to exceed value of contract once amendments are executed |

Funding for the 2023 Construction engineering amendment is 50% water capital, 25% wastewater capital and 25% stormwater capital. This will be funded from transfers from the capital expense lines in the FY23 and 24 water (Fund 460) wastewater (Fund 480) and stormwater (Fund 245) annual budgets to the respective water resources capital funds (861- Water, 862 – Wastewater, 863- Stormwater).

**ATTACHMENTS:**

- Attachment A: 2023 Amendment Fee Estimate for DuBois & King

**MOTIONS:**

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

**Board of Finance Actions (04/10/23):**

1. To approve and recommend that the City Council authorize Chapin Spencer, the Director of Public Works, to execute an amendment to the previously executed contract with DuBois & King for construction administration and inspection services in order to cover the cost of additional hours needed in 2023 for the Construction Inspection Services for the Distribution and Collection System Improvements project for a contract amendment amount of \$267,552.00, resulting in a total contract value not to exceed value of \$546,291.00, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

**City Council Actions (04/17/23):**

1. To approve and authorize Chapin Spencer, the Director of Public Works, to execute an amendment to the previously executed contract with DuBois & King for construction administration and inspection services in order to cover the cost of additional hours needed in 2023 for the Construction Inspection Services for the Distribution and Collection System Improvements project for a contract amendment amount of \$267,552.00, resulting in a total contract value not to exceed value of \$546,291.00, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

Thank you for your consideration of this request.



City of Burlington, Vermont  
2020 Water Resources Distribution and Collection System Improvements  
Construction Inspection Services  
Based on 34-Weeks of Inspection (May through mid-December, 2023)  
Amendment No. 4 (updated 3/24/2023)



| Project Phases & Tasks                                                           |                                                                      | Labor Categories                  |                         |                      |                                                    |                   |                |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------|-------------------------|----------------------|----------------------------------------------------|-------------------|----------------|
|                                                                                  |                                                                      | Principal/<br>Contract<br>Manager | Construction<br>Manager | Resident<br>Engineer | Ass't<br>Resident<br>Engineer                      | Admin.<br>Support | Total<br>Hours |
| Task 1: Administration                                                           |                                                                      |                                   |                         |                      |                                                    |                   |                |
| 1.                                                                               | Maintain Communications with Issuing POC (34-weeks)                  |                                   | 68                      | *                    |                                                    |                   | 68             |
| 2.                                                                               | Project Coordination                                                 |                                   |                         | *                    |                                                    |                   | 0              |
| 3.                                                                               | Review Contract Documents                                            |                                   |                         | *                    |                                                    |                   | 0              |
| 4.                                                                               | Attend Job Meetings and BiWeekly Schedule Updates                    |                                   | see item 14             | *                    |                                                    |                   | 0              |
| 5.                                                                               | Make Sure Contractor Calls Dig Safe                                  |                                   |                         | *                    |                                                    |                   | 0              |
| 6.                                                                               | Prepare Daily Reports w/ Quantities                                  |                                   |                         | *                    |                                                    |                   | 0              |
| 7.                                                                               | Prepare Daily Sewer Line Inspection Reports                          |                                   |                         | *                    |                                                    |                   | 0              |
| 8.                                                                               | Prepare Daily Water Line Inspection Reports                          |                                   |                         | *                    |                                                    |                   | 0              |
| 9.                                                                               | Weekly Reconciliation of Completed Quantities with Contractor        |                                   |                         | *                    |                                                    |                   | 0              |
| 10.                                                                              | Assess Progress on Each Item and Check if Item Exceeds Bid Quantity  |                                   |                         | *                    |                                                    |                   | 0              |
| 11.                                                                              | Complete Daily Field Reports                                         |                                   |                         | *                    |                                                    |                   | 0              |
| 12.                                                                              | Maintain Photographic Record                                         |                                   |                         | *                    |                                                    |                   | 0              |
| 13.                                                                              | Accompany Project Representatives on Site Visits                     |                                   |                         | *                    |                                                    |                   | 0              |
| 14.                                                                              | Participate in Weekly Meetings (34 mtgs)                             | 34                                | 136                     | *                    |                                                    | 16                | 186            |
| 15.                                                                              | Report Unusual Occurrences and Accidents                             |                                   |                         | *                    |                                                    |                   | 0              |
| 16.                                                                              | Calculation and Verification of Final Quantities                     |                                   |                         | *                    |                                                    |                   | 0              |
| 17.                                                                              | Review Suggested Changes by the Contractor                           | 8                                 | 40                      | *                    |                                                    | 12                | 60             |
| 18.                                                                              | Maintain Set of Red-Line Drawings                                    |                                   |                         | *                    |                                                    |                   | 0              |
| 19.                                                                              | Request and Review Information from Contractor                       | 4                                 | 24                      | *                    |                                                    |                   | 28             |
| 20.                                                                              | Prepare Contractor Progress Payment Requests                         |                                   | 72                      | *                    |                                                    | 12                | 84             |
| 21.                                                                              | Issue Substantial Completion Certificate                             | 2                                 | 8                       | *                    |                                                    | 1                 | 11             |
| 22.                                                                              | Provide Certificate that Project Conforms to Requirements            | 2                                 | 8                       | *                    |                                                    | 1                 | 11             |
| 23.                                                                              | Perform Davis-Bacon Wage Reviews                                     |                                   | 72                      | *                    |                                                    |                   | 72             |
| 24.                                                                              | Review Contractor Conformance with DBE requirements/Project Closeout | 8                                 | 40                      | *                    |                                                    |                   | 48             |
| * Hours included in Task 2 below                                                 |                                                                      |                                   |                         |                      |                                                    |                   |                |
| Task 2: Construction Inspection                                                  |                                                                      |                                   |                         |                      |                                                    |                   |                |
|                                                                                  | Item 1 through Item 10                                               |                                   |                         |                      |                                                    |                   |                |
|                                                                                  | Assume 34 wks @ 40 hrs/wk                                            |                                   |                         | 1360                 |                                                    |                   | 1360           |
| Task 3: Customer Service                                                         |                                                                      |                                   |                         |                      |                                                    |                   |                |
|                                                                                  | Item 1 and 2 (Friday Meetings)                                       | 8                                 | 80                      |                      |                                                    |                   | 88             |
| * Included in hours for Task 2 above                                             |                                                                      |                                   |                         |                      |                                                    |                   |                |
| Task 4: Materials and Equipment Testing                                          |                                                                      |                                   |                         |                      |                                                    |                   |                |
| Coordinate/Monitor Project Testing Requirement and Reporting (Items 1 through 3) |                                                                      |                                   |                         | *                    | (see testing subconsultant budget allowance below) |                   |                |
| * Included in hours for Task 2 above                                             |                                                                      |                                   |                         |                      |                                                    |                   |                |
|                                                                                  | Total Hours:                                                         | 66                                | 548                     | 1360                 | 0                                                  | 42                | 2,016          |
|                                                                                  | Total Hours:                                                         | 66                                | 548                     | 1360                 | 0                                                  | 42                | 2,016          |
| Billable Labor                                                                   | Hourly Rate:                                                         | \$175.00                          | \$120.00                | \$100.00             | \$0.00                                             | \$70.00           |                |
|                                                                                  | Labor Cost:                                                          | \$11,550                          | \$65,760                | \$136,000            | \$0                                                | \$2,940           | \$216,250      |



City of Burlington, Vermont  
2020 Water Resources Distribution and Collection System Improvements  
Construction Inspection Services  
Based on 34-Weeks of Inspection (May through mid-December, 2023)  
**Amendment No. 4 (updated 3/24/2023)**



| Direct Expenses                                                                                       |                  |        |                                           |          |                                   |          |                             |  |           |
|-------------------------------------------------------------------------------------------------------|------------------|--------|-------------------------------------------|----------|-----------------------------------|----------|-----------------------------|--|-----------|
| I. Subsistence                                                                                        |                  |        |                                           |          |                                   |          |                             |  |           |
| Transportation:                                                                                       | Vehicles         | 11,000 | Miles @                                   | \$0.655  | / Mile =                          | \$7,205  |                             |  |           |
|                                                                                                       |                  |        | Travel-Air / Ground / Parking Allowance = |          |                                   | \$0      |                             |  |           |
| Meals:                                                                                                | Partial Per Diem | 0      | Days @                                    | \$0.00   | / Day =                           | \$0      |                             |  |           |
|                                                                                                       | Full Per Diem    | 170    | Days @                                    | \$40.00  | / Day =                           | \$6,800  |                             |  |           |
| Rooms & Lodging:                                                                                      | Hotel            | 170    | Days @                                    | \$160.00 | / Day =                           | \$27,200 | Subsistence Total =         |  | \$41,205  |
| II. Support Expenses                                                                                  |                  |        |                                           |          |                                   |          |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Telephone / Fax =                 | \$50     |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Postage =                         | \$50     |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Reproduction =                    | \$250    |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Copying =                         | \$50     | Support Total =             |  | \$400     |
| III. Subcontractors                                                                                   |                  |        |                                           |          |                                   |          |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Testing Budget (See Note Below) = | \$4,000  |                             |  |           |
| <u>Note:</u> The testing budget shown is based on a \$500 monthly average testing budget for 8 months |                  |        |                                           |          |                                   |          | Subcontractor Total =       |  | \$4,000   |
| IV. Miscellaneous Expe                                                                                |                  |        |                                           |          |                                   |          |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Computer Charges =                | \$0      |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Plotting Charges =                | \$0      |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Internet Service =                | \$0      |                             |  |           |
|                                                                                                       |                  |        |                                           |          | Miscellaneous =                   | \$200    | Miscellaneous Total =       |  | \$200     |
|                                                                                                       |                  |        |                                           |          |                                   |          | Total Direct Expenses =     |  | \$45,805  |
|                                                                                                       |                  |        |                                           |          |                                   |          | Administrative Fee =        |  | \$5,497   |
|                                                                                                       |                  |        |                                           |          |                                   |          | Total Cost =                |  | \$51,302  |
|                                                                                                       |                  |        |                                           |          |                                   |          | Summary of Engineering Fees |  |           |
|                                                                                                       |                  |        |                                           |          |                                   |          | Labor Fee =                 |  | \$216,250 |
|                                                                                                       |                  |        |                                           |          |                                   |          | Reimbursable Expenses =     |  | \$51,302  |
|                                                                                                       |                  |        |                                           |          |                                   |          | Total Fee =                 |  | \$267,552 |

**Board of Finance and City Council Submission Checklist**Department: DPW Submitter: Martin LeeTitle/Subject: Dist. Collect. System Improvements - Resident Engineer Contract Increase

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 4/10/2023                     |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 4/4/2023                      | Click or tap here to enter text. |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/5/2023                      | 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,<br>-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)<br>-Identify attorney in note | Yes      | 4/5/2023                      | Click or tap here to enter text. |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 4/5/2023                      | Click or tap here to enter text. |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | 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? | N/A       | Click or tap here to enter text. |

**Board of Finance and City Council Submission Checklist**Department: DPW Submitter: Martin LeeTitle/Subject: Dist. Collect. System Improvements - Resident Engineer Contract Increase

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 4/10/2023                     |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 4/4/2023                      | Click or tap here to enter text. |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/5/2023                      | 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,<br>-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)<br>-Identify attorney in note | Yes      | 4/5/2023                      | Click or tap here to enter text. |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 4/5/2023                      | Click or tap here to enter text. |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | 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? | N/A       | Click or tap here to enter text. |

## MEMO

**Date:** April 4th, 2023  
**To:** Board of Finance and City Council  
**From:** Sophie Sauvé, Parks Comprehensive Planner  
 Cindi Wight, Director, Department of Parks, Recreation & Waterfront  
**Re:** Penny for Parks and Bike Path Project Close Out Budget Amendments

### I. PURPOSE

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization for budget amendments from completed and re-prioritized Penny for Parks projects back into BPRW's unallocated restricted fund balance.

### II. BACKGROUND

BPRW is requesting to move funds not used in specific Penny for Parks (PFP) projects in Fiscal Year 2023 and not anticipated to be used in Fiscal Year 2024 into the unallocated restricted fund balance. A budget amendment is needed to release life-cycle project funds back into the PFP unallocated restricted fund balance to re-allocate these funds to ongoing projects that are seeing higher costs for implementation and for upcoming Fiscal Year 2024 projects. This request is in step with establishing a system to close out projects as needed throughout the year. This process releases funds sooner to establish the PFP budget for the upcoming fiscal year with available funds with fewer budget amendments required at year-end.

The budget amendments requested here are due to costs of projects coming under-budget or in projects being re-prioritized in timing in our capital plan. In several cases, due to budgets and capacity, projects have been moved a later fiscal year in order to complete ongoing projects. In other cases, projects have closed out and we are moving remaining funds back to the unallocated line for future planning and work.

| Park Name              | Project        | BA Requested | Reason                                                                                                          |
|------------------------|----------------|--------------|-----------------------------------------------------------------------------------------------------------------|
| Battery Park           | Master Plan    | -\$100,000   | Project was budgeted twice (\$50K in both 2021 and 2022) and the project is being pushed to another Fiscal Year |
| Battery Park           | Chief Greylock | -\$14,654    | Project pushed to another Fiscal Year; likely to coincide with the Battery Park Master Plan                     |
| Boathouse Improvements | Ramp           | -\$35,000    | This project is tabled until the Boathouse                                                                      |



|                  |                                     |                                                                                            |                                                                                                                                                  |
|------------------|-------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                     |                                                                                            | Feasibility Study is completed.                                                                                                                  |
| Calahan Park     | Design                              | -\$1,000                                                                                   | Project pushed to another Fiscal Year                                                                                                            |
| Calahan Park     | Master Plan                         | +\$1,439                                                                                   | Balancing project budget                                                                                                                         |
| City Hall Park   | Benches                             | \$3,5000<br>(Donations)<br>-\$54,825.36<br>(Returned to Penny for Parks Unallocated Funds) | Penny for Parks funds were utilized to purchase benches in the park ahead of bench donor program – this is reimbursing the Penny for Parks funds |
| Leddy Park       | Bike Park Design                    | -\$22,500<br>-\$10,000                                                                     | Reconciling budgets                                                                                                                              |
| Perkins Pier     | Moorings                            | -\$50,130                                                                                  | Penny for Parks Transfer – Park Impact Fees were used for this work                                                                              |
| Perkins Pier     | Siting Study                        | -\$2,935                                                                                   | Project was completed under budget                                                                                                               |
| Schifilliti Park | Softball Transition                 | \$597                                                                                      | Expense that was received after Park Impact Fees were drawn to cover project expenses                                                            |
| Schmanska Park   | Barn Renovations                    | -\$22,355                                                                                  | Project was completed under budget; zeroing out Park Impact Fee budget for this project                                                          |
| Smalley Park     | Playground Design                   | -\$46,000                                                                                  | Project being moved to a different Fiscal Year                                                                                                   |
| Starr Farm       | Fitness Station                     | -\$35,000                                                                                  | Project funds were drawn from Starr Farm – Landscape Improvements (moving the funds over to cover all expenses)                                  |
| Starr Farm       | Landscape Construction Improvements | \$35,000                                                                                   | Clean up (per above)                                                                                                                             |



|             |                    |           |                                                                                                                                                                                                                                                                                                                                                                           |
|-------------|--------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| System-Wide | Community Requests | -\$45,000 | For the past few fiscal years, we have allocated funds to individual projects rather than use the funds in this project line as these projects are approved halfway through the year and usually become incorporated into our workplan to start after the next fiscal year. We are reducing this line to its yearly \$40K for projects that can be completed within FY24. |
|-------------|--------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**DEPARTMENT RECOMMENDATION**

**Board of Finance Motion:**

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$335,008.36 in funds from the Penny for Parks Projects as outlined on the Budget Amendment Request form to BPRW's unallocated restricted fund balance.

**City Council Motion:**

1. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$335,008.36 in funds from the Penny for Parks Projects as outlined on the Budget Amendment Request form to BPRW's unallocated restricted fund balance.

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

Department: Parks, Recreation and Waterfront Submitter: Sophie Sauvé

Title/Subject: Penny for Parks Budget Amendments

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 4/10/2023                     |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes             | 3/31/2023                     | Click or tap here to enter text. |
| Mayor's Office informed and approved memo                                                             | Yes             | 4/4/2023                      | 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,<br>-Identify attorney in note    | Yes             | 3/31/2023                     | Kyle Clauss                      |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CAO has reviewed budget, financing, and memo                                                          | Yes             | 4/4/2023                      | Click or tap here to enter text. |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Choose an item. | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Choose an item. | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes             | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Choose an item. | Click or tap here to enter text. |



# BURLINGTON INTERNATIONAL AIRPORT

---

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

FROM: Burlington International Airport  
Nicolas Longo, Director of Aviation

DATE: April 10, 2023  
April 17, 2023

SUBJECT: Request approval to modify the previously approved form of Ground Lease Agreement with BTV Hotel, LLC, the developer of the proposed hotel at Burlington International Airport

---

## **REQUEST**

The Burlington International Airport (Airport or BTV) seeks approval and authorization to modify the previously approved form of Ground Lease Agreement with BTV Hotel, LLC, the developer of the proposed hotel at Burlington International Airport.

## **EXECUTIVE SUMMARY**

### **BACKGROUND.**

By Resolution adopted on August 12, 2019 (which corrected a prior Resolution adopted on April 30, 2018), the City Council resolved that "Mayor Miro Weinberger is authorized and directed to execute on behalf of the City, the Option Agreement and the Ground Lease Agreement with BTV Hotel, LLC, subject to the final review and approval by the Office of the City Attorney and once all contingencies are met."

The Airport, with the guidance of Jeremy Farkas of MSK Law firm and Jeff Glassberg of Real Estate Development Services, and BTV Hotel, LLC. (D.E.W Corporation and Colwen Industries) have been working extensively, throughout the past several years coordinating an effort to build this new customer amenity. From early 2020 through 2022, the travel and tourism industry were significantly impacted and we decided to pause the development on the future hotel until the recovery of both the hotel and aviation industry occurred.

Today, the airport is forecasting pre-covid passenger numbers with a high demand for hotel use at BTV and we are ready to move forward with the project. As a part of this the hotel developer has revised the hotel location in response to feedback from the FAA and has also taken on a new, more experienced development partner.



In order to respond to market conditions, BTV Hotel, LLC desires to modify the rent structure under the previously approved, but never executed, Ground Lease, and has shared projections with BTV which indicate that the revised rent structure will generate revenues that are at least equivalent to, if not greater than to the revenues that were projected to be earned under the previously approved structure. BTV Hotel, LLC also seeks additional, non-material modifications to the previously approved Ground Lease.

A summary of the material proposed modifications is as follows:

Rent Structure. Under the previously approved Ground Lease, BTV earns rent as a percentage of the hotel's gross revenues, with a floor intended to compensate BTV for use of the airport garage by hotel guests. Under the proposed structure, BTV earns minimum rent on a per-square foot basis, with additional rent earned through use of the airport garage by hotel guests both during their stays at the hotel and after their stays at the hotel to the extent they participate in a "park and fly" program to be developed by BTV Hotel, LLC subject to BTV's consent. The revised Ground Lease establishes minimum rent, establishes the minimum daily amount that the hotel will credit BTV for guests who park in the garage during their stay at the hotel, and the minimum daily amount that the hotel will credit BTV for guests who participate in the "park and fly" program.

Development Partner. BTV Hotel, LLC's new development partner is Colwen Management, Inc., a New Hampshire corporation based in Portsmouth, New Hampshire with extensive hotel holdings in the Northeast.

## **ATTACHMENTS**

- A. Ground Lease Agreement with BTV Hotel, LLC
- B. Redline of the previously approved Ground Lease Agreement showing proposed changes to the previously approved form

## **MOTIONS:**

### **Board of Finance:**

1. "To approve and recommend that the City Council authorize the Mayor of Burlington to execute the revised ground lease agreement with BTV Hotel, LLC, subject to the final review and approval by the Office of the City Attorney and once all contingencies are met in the Option Agreement made with BTV Hotel, LLC dated May 11, 2018, as amended."

### **City Council:**

1. "To authorize the Mayor of Burlington to execute the revised ground lease agreement with BTV Hotel, LLC, subject to the final review and approval by the Office of the City Attorney and once all contingencies are met in the Option Agreement made with BTV Hotel, LLC dated May 11, 2018, as amended."

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: Nicolas LongoTitle/Subject: BTV Hotel, LLC Ground Lease Amended Authorization

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 4/10/2023                     |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 4/4/2023                      | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/4/2023                      | J. Redell                        |
| Board/Commission, if required                                                                         | Yes      | 4/5/2023                      | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 4/4/2023                      | K. Clauss                        |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 4/4/2023                      | K. Clauss                        |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 4/4/2023                      | K. Schadd                        |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      |                               | 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                     | Yes       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Yes       | Board of Finance                 |

## GROUND LEASE AGREEMENT

This Ground Lease Agreement (the “Lease,” “Agreement” or “Lease Agreement”), dated \_\_\_\_\_ is made by and between **BTV Hotel, LLC**, a Vermont limited liability company with a place of business in Burlington, Vermont (the “Tenant”) and the **City of Burlington**, a Vermont municipal corporation located in Chittenden County, Vermont (the “Landlord”).

A. By Option Agreement dated May 11, 2018 and subsequently amended, made by and between Landlord and Tenant, Landlord granted Tenant the option to enter into this Ground Lease subject to the satisfaction of the Contingencies established by and described therein (the “Option Agreement”) for the purpose of developing and constructing a limited service hotel that includes at least 100 guest rooms and associated amenities operated as a franchise of a major national hotel brand and operated at a standard that results in an average rating of at least three (3) stars by the largest national hotel booking services such as (at present, and as they may change from time to time) Expedia, Orbitz, Travelocity, Hotels.com, and Booking.com (the “Hotel”) on a portion of the real property (the “Property”) operated as the Burlington International Airport in South Burlington, Vermont (the “Airport”).

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

### Section 1. Premises; Retained Easements.

a. Premises. Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, a portion of that certain real property known as and numbered \_\_\_ Airport Drive, South Burlington, Vermont (Parcel ID \_\_\_\_\_, SPAN # \_\_\_\_\_) which portion is identified on the site plan attached to this Agreement as **Exhibit A** and made a part hereof (the “Premises”), together with the rights of access and utilities for the benefit of the Hotel that are identified and described on the site plan.

b. Retained Easements. Landlord retains a non-exclusive easement on, over, under, upon, across, or through the Premises together with the right of ingress and egress to adjoining lands of Landlord as may be reasonably necessary for Landlord to operate the Airport provided the use of such easement by Landlord does not unreasonably interfere with Tenant’s construction and operation of the Hotel. Landlord retains a non-exclusive easement to maintain, repair or replace all existing utility lines crossing, on or under the Premises that provide service to the property owned by Landlord surrounding the Premises. Landlord shall exercise its retained rights hereunder in a manner that does not unreasonably interfere with the construction and operation of the Hotel. Any damage or disturbance to the Premises or to the Hotel caused by or resulting from the exercise of the Landlord’s retained rights hereunder shall be repaired or restored at Landlord’s cost and expense promptly following such damage or disturbance.

c. Condition of Premises. Tenant acknowledges that it has completed such investigations, testing, analysis and due diligence of and with respect to the Premises and Landlord’s title as Tenant has determined to be necessary for Tenant’s intended use thereof. Tenant accepts the Premises and such title “as is” and “where is” without any representations, warranties or assurances by Landlord as to the condition of the same or its suitability for any particular purpose. Landlord expressly disclaims any and all representations and warranties with respect to the suitability of the Premises for Tenant’s intended use or for any other use.

### Section 2. Commencement Date; Lease Term; Negotiation Rights.

a. The term of this Lease is forty-nine and one-half (49 ½) years, commencing on

\_\_\_\_\_ (the “Commencement Date”) and expiring at midnight on \_\_\_\_\_ unless sooner terminated pursuant to any term or provision of this Lease (the “Term”).

b. During the last twenty six (26) years of the Term, Landlord agrees to negotiate in good faith with Tenant for a period of sixty (60) days with regard to a possible extension of the Term of this Lease in consideration of a written offer from Tenant to invest additional capital in the Hotel and to increase the Rent payable under this Lease, provided that (i) Tenant is not in default of its obligations under this Lease and (ii) Landlord shall not be obligated to engage in such negotiations more than twice. Tenant’s negotiation rights do not create an expectation or an obligation that Landlord will agree to extend the Term of this Lease.

c. In addition, so long as Tenant is not in default of its obligations under this Lease, during the last three years of the Term, to the extent Landlord does not choose to demolish the Hotel in accordance with Section 7 of this Lease, Tenant shall have the first right to negotiate with Landlord with regard to entry into a lease for the Hotel, with regard to entry into a new lease for the Premises, or with regard to a possible extension of the Term of this Lease. In furtherance of the right granted to Tenant hereby, within the first three months of the 47<sup>th</sup> year of the Term, Landlord shall provide Tenant with a written description of the terms upon which Landlord would be willing to enter into a new lease for the Premises or would be willing to extend the Term of this Lease (“Landlord’s Proposal”) including: the length of the term, the amount of Rent, the applicable hotel brand standard, a description of necessary capital investments, upgrades or improvements to the Hotel and its related site improvements, and other terms that a commercially reasonable property owner would include in connection with entry into a lease. If Tenant rejects Landlord’s Proposal or if the parties fail to reach an agreement within two months of Landlord’s provision of Landlord’s Proposal, then Landlord shall be free to negotiate a new lease for the Premises or the Hotel with another party provided that Landlord agrees that it will not enter into a new lease for the Premises or the Hotel with another party on terms that are more favorable to the other party than those included in Landlord’s Proposal without first offering Tenant the same terms that it is willing to offer to the other party. Tenant’s negotiation rights do not create an expectation or an obligation that Landlord will agree to enter into a lease for the Hotel, will agree to enter into a new lease with Tenant for the Premises, or will agree to extend the Term of this Lease.

### Section 3. **Use of Premises; Parking; Marketing.**

a. Use. Tenant shall use the Premises for the construction and operation of the Hotel, together with related site improvements such as landscaping, lighting, driveways, walkways, service areas and utilities, and for no other purposes without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole discretion.

b. Hotel Brand Standard. Continuously through the Term, the Hotel will be operated as a franchise of a major national hotel brand and operated at a standard that results in an average rating of at least three (3) stars by the largest national hotel booking services such as (at present, and as they may change from time to time) Expedia, Orbitz, Travelocity, Hotels.com, and Booking.com. Landlord has approved Tenant’s initial franchise affiliation prior to the effective date of this Lease, and Landlord’s approval is required prior to changing franchise affiliation during the Term, which approval shall not be unreasonably withheld subject to the minimum three (3) star standard set forth herein-above.

c. Management of Hotel. Tenant shall engage a reputable hotel manager with experience managing and operating hotels similar to the Hotel, which manager shall be reasonably acceptable to Landlord. Tenant shall, at its expense, obtain and maintain all federal, state and municipal permits and approvals necessary for Tenant to use the Premises for such purposes, and shall comply with all conditions

of such permits and approvals that relate to its ongoing use and operation of the Premises and the Hotel, and shall comply with all requirements, standards and protocols established and required by the Hotel franchisor.

d. Parking.

i. Hotel employees and Tenant's employees, agents, contractors and invitees will be permitted to park either within the Airport parking garage (the "Garage") that is owned and operated by Landlord, or in a surface lot in the vicinity of the Hotel that is owned and operated by Landlord, in either case in such locations as Landlord shall direct and consistent with Airport policies regarding parking usage, location and cost. Hotel employees will be eligible to participate in parking privileges on the same terms as Airport employees, which may include the ability of the Tenant or of its employees to purchase annual parking permits.

ii. Landlord and Tenant have developed a system that allows Hotel guests to park their vehicles in the Garage during their stay at the Hotel and for the cost of such parking to be included in the room rate for the Hotel ("Hotel Guest Parking Rights"), subject to revenue sharing in accordance with Section 5(b) of this Lease. In addition to providing Hotel Guest Parking Rights, Landlord agrees that Hotel guests will be permitted to park their vehicles either in the Garage or in a surface lot in the vicinity of the Hotel that is owned and operated by Landlord in the same manner as any other traveler using the Airport for periods of time beyond their stay at the Hotel provided that they will be charged standard parking fees for such additional time by Landlord. Tenant shall, or shall cause its Hotel management to, work closely with the Airport administration to develop and promote long term "park and fly" packages at the Airport (the "Park N Fly Program"), subject to the Airport's prior written approval which shall not be unreasonably withheld. The parties shall review the terms of Tenant's Park N Fly Program on a quarterly basis to ensure that it is operating effectively and in a manner that maximizes shared revenue (as described below).

iii. Landlord agrees to designate eighty-two (82) parking spaces in the Garage primarily for Hotel guests and the Park N Fly Program, provided that when the parking spaces are not being used by the Hotel they will be available for general Airport use in accordance with an operational plan to be developed by the Airport following consultation with Tenant. The spaces shall be located in the northwest section of the ground level of the Garage with adequate signage to communicate their availability for Hotel guests. Tenant shall charge guests enrolled in the Hotel's Park N Fly Program a separate parking fee with the revenue to be shared with the Landlord, all in accordance with Section 5(c) of this Lease.

e. Marketing. During the first and second lease years after the Rent Commencement Date, Tenant shall expend at least one percent (1%) of Gross Revenues (as that term is defined below) on marketing promotions for the Hotel, including joint marketing efforts with the Landlord related to the Airport. These efforts must be documented, targeted and undertaken in good faith. All cooperative marketing programs between Landlord and Tenant shall be mutually beneficial as reasonably determined by the parties after consultation with one another. Tenant will also work closely with the Airport administration to develop, promote and refine the Park N Fly Program.

f. Naming. Landlord shall have the right to review and approve the naming of the Hotel, which approval shall not be unreasonably withheld. Tenant shall only use the Airport name and its trade or other marks with the prior written consent of the City.

g. Landlord does not guarantee demand, occupancy, rents, or any income for the Hotel.

Section 4. **Construction Period.**

a. **Construction Period.** Tenant represents and warrants to the Landlord that Tenant has entered into a construction contract for the construction of the Hotel that includes a guaranteed completion date not longer than eighteen (18) months after the effective date of this Lease (subject to customary force majeure events). The period during which the Hotel will be constructed is referred to herein as the "**Construction Period**". Tenant shall construct the Hotel on the Premises during the Construction Period, at its sole cost and expense, in accordance with federal, state and municipal permits, approvals and consents issued for the development and construction of the Hotel and in accordance with the plans and specifications for the Hotel project that the City has reviewed and approved under and in accordance with the Option Agreement, and Tenant shall complete construction of the Hotel and open the Hotel for business on or before the expiration of the Construction Period.

b. **Cooperation.** Tenant recognizes that its development and construction activities will impact the operation of the Airport. The parties will consult and cooperate with one another to schedule and conduct development and construction activities to minimize such impacts. During the Construction Period, the Landlord shall reasonably cooperate with Tenant in arranging for Tenant and its general contractor to use portions of the Property for the development and construction of the Hotel, as follows:

i. Landlord shall provide Tenant with temporary and permanent access to utility services for the benefit of the Premises (or allowing the extension of such services as a part of the scope of the work) in a manner acceptable to Landlord. Tenant shall separately meter any utility services provided to or used by Tenant, and if the utility service provider does not allow such usage to be separately metered, then Tenant shall submeter such usage and shall reimburse the Landlord for any such usage as indicated by such submeter as additional rent in accordance with Section 5(h) herein.

ii. Landlord shall provide Tenant with adequate ingress and egress to the Premises for construction equipment and related traffic (including necessary temporary or permanent modification of existing streets, drives or curb cuts) in a manner acceptable to Landlord. Tenant shall reimburse the Landlord for any out-of-pocket expenses incurred to modify existing streets, drives or curb cuts in accordance with the previous sentence.

iii. Landlord shall provide Tenant with areas adjacent to the Premises in mutually acceptable locations for construction worker parking, for placing a construction office and storage trailer, and for storing construction materials and equipment. Tenant shall be solely responsible to secure and manage the construction site.

c. **Approved Plans and Specifications.** Prior to the effective date of this Lease, Tenant has received all federal, state and municipal permits, approvals and consents necessary to develop and construct the Hotel in accordance with the plans and specifications that the City has reviewed and approved under and in accordance with the Option Agreement, except that certain trade permits will be obtained at the commencement of construction. No material deviations from the approved plans and specifications may be made without the written prior approval of the City. Tenant shall notify the Landlord in writing of any and all proposed changes in the plans and specifications and such changes must have the prior written approval of the Landlord before they may be implemented.

d. **Authorized Representatives.** Tenant and the Landlord have designated authorized representatives as set forth more specifically on **Exhibit B**. Either party may change its authorized representative(s) at any time by written notice to the other party without the consent of the other party. The authorized representatives shall be available on a daily basis to review, comment upon and render decisions

promptly with respect to the construction of the Hotel. The authorized representatives are authorized to act on the behalf of the parties with respect to the construction of the Hotel. Except as otherwise specifically provided by this Agreement, any directions, approvals or other authorizations, written or verbal, given by any person other than an authorized representative shall not be binding on a party. The authorized representatives from each party shall meet on a weekly basis at mutually agreeable times and locations during the Construction Period.

e. Construction Inspection. During the Construction Period, Landlord's representative(s) shall have the right to attend jobsite meetings for the purpose of observing the progress of the work. Nothing herein contained shall be construed as an obligation upon the Landlord to inspect the work. If Landlord reasonably determines that construction is not proceeding in accordance with the approved plans and specifications, and the Landlord gives prompt notice to Tenant of the particular deviation, deficiency, error or omission, Tenant shall promptly address the concerns raised in such notice. The Landlord shall not communicate directly with Tenant's general contractor or any of its subcontractors or material suppliers without an authorized representative of Tenant being present.

f. Professional Certifications. Tenant shall obtain the services of a Vermont licensed engineer and architect, reasonably acceptable to the Landlord, to perform quality control observations, inspections, and testing for the Tenant and to properly document and certify that the completed Hotel conforms with the approved plans and specifications. Tenant shall direct its engineers, architects and other licensed professionals to provide the Landlord with all third party inspection reports related to the Hotel at the same time as they are submitted to Tenant or Tenant's representatives or agents. If the Landlord determines it necessary to hire its own third party inspector(s), it will be at the Landlord's expense and the Landlord's inspector(s) will be allowed to perform testing and take samples as they deem necessary or desirable.

g. Disputes During Construction Period. All claims, disputes or other matters in question arising out of this Lease during the Construction Period shall be negotiated promptly and in good faith by the parties' authorized representatives. If the authorized representatives are unable to resolve the dispute, the matter shall be submitted to a construction expert and a mediator for rapid mediation. If the mediation is unsuccessful then, within thirty (30) days of the failure to agree through rapid mediation, the matter shall either be submitted to binding arbitration or litigation, as determined by the parties.

h. Remedies During Construction Period. During the Construction Period, if there is a breach of this Lease by either party, the non-breaching party shall notify the breaching party in writing of the breach, and the breaching party shall have ten (10) business days to effect a cure thereof provided that the breaching party shall have such extended period as may be required beyond the ten (10) business days if the nature of the cure is such that it reasonably requires more than ten (10) business days and the breaching party commences the cure within the ten (10) business day period and thereafter continuously and diligently pursues the cure to completion. If the breaching party fails to cure the breach within the specified time period, the other party may seek any and all legal remedies and relief to which it may be entitled including, but not limited to, injunctive relief and specific performance and monetary relief that includes compensation for all damages flowing from such breach. The parties hereto acknowledge and agree that certain breaches of this Lease will result in irreparable injury to the parties hereto, that the remedies available to the parties at law alone will be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which the parties may have, a party may enforce its rights by an action for specific performance, injunctive relief or similar equitable relief, and in such cases the parties expressly waive the defense that a remedy in damages will be adequate.

i. Construction Completion Deliverables. Upon completion of construction, Tenant shall provide Landlord with the following: (i) a certification from Tenant's architect that the Hotel, including all parking areas, service areas, sidewalks, driveways, utilities, stormwater improvements, lighting,

landscaping and other improvements, has been constructed in accordance with the approved plans and specifications and with the permits and approval issued therefor; (ii) a certification from Tenant's professional engineer that all grading and utilities, including electrical, communications, natural gas, stormwater, water and sewer, necessary for the Hotel shall have been completed in accordance with the approved plans and specifications and with the permits and approval issued therefor; (iii) evidence reasonably satisfactory to Landlord that all approvals, certificates of occupancy and filings necessary for the Hotel's legal use and occupancy shall have been issued by the regulatory authorities with jurisdiction over the Hotel; (iv) as-built drawings in hard copy, AutoCAD and PDF formats for the completed Hotel; and (v) all additional documentation prepared by Tenant's engineer and architect with respect to the Hotel including, without limitation, notes, photographs, reports, quality control testing reports, change orders, and submittals, provided in an electronic format specified by Landlord.

j. Insurance During Construction Period. Throughout the Construction Period, Tenant shall obtain and maintain the types of insurance required under Section 15 of this Lease.

Section 5. **Minimum Rent; Additional Rent.**

a. Minimum Rent. Commencing on the earlier of (i) date that Tenant receives a certificate of occupancy from the City of South Burlington for the Hotel or (ii) the date that is eighteen (18) months after the Commencement Date (the earlier of which is referred to as the "Rent Commencement Date"), Tenant shall pay to Landlord at the address specified in Section 25, or at such other location as Landlord may hereafter designate in writing, "Minimum Rent" as follows: during the first year after the Rent Commencement Date, annual rent in the amount of Sixty-One Thousand, Five Hundred and Forty-Five Dollars (\$61,545.00) payable in monthly increments of Five Thousand, One Hundred and Twenty-Eight Dollars and Seventy-Five Cents (\$5,128.75) each (calculated at the rate of One Dollar and Fifty Cents (\$1.50) per square foot). Beginning on the third anniversary of the Rent Commencement Date, and then again on each anniversary thereafter (each anniversary being an "Adjustment Date"), Minimum Rent shall be adjusted by the percentage increase in Tenant's Gross Revenues (as that term is defined below) for the year ending most recently prior to the Adjustment Date over the Tenant's Gross Revenues for the year prior thereto, subject to a minimum increase of two percent (2%) and a maximum increase of four percent (4%) in any year. If, as of an Adjustment Date, Tenant's Gross Revenues for the most recent year-end are not yet known, then once they become known and the escalation percentage is calculated, Tenant shall begin paying the increased amount of Minimum Rent on the next rent payment date, and the first payment of the increased amount shall include an additional sum sufficient to reconcile the Minimum Rent actually paid since the Adjustment Date with the Minimum Rent that should have been paid since the Adjustment Date taking the escalation into account.

b. Additional Rent - Hotel Guest in Residence Parking Rights. Tenant shall, in addition, pay to Landlord as "Additional Rent" an amount equal to Five Dollars (\$5.00) per day for each Hotel guest using the Hotel Guest Parking Rights during the guest's stay at the Hotel (versus parking for guests enrolled in the Park N Fly Program while absent from the Hotel), with such amount to escalate in proportion to the Landlord's adjustments to the long-term daily parking rate implemented at the Garage from time to time, which is currently Twelve Dollars (\$12.00) per day. In the case of such modification of the daily rate by the Landlord, the additional rent identified in this paragraph shall be adjusted proportionally to the change in the daily rate. For the sake of clarity, the Tenant has the option, in its discretion, to charge a Hotel guest a fee greater than the \$5.00 (or then current rate) per day to be paid to the Landlord. Installments of Additional Rent established in this paragraph shall be calculated and paid monthly in arrears.

c. Additional Rent - Park and Fly Program. Tenant shall, in addition, pay to Landlord as "Additional Rent" an amount equal to fifty percent (50%) of parking revenue generated from the Hotel's Park N Fly Program from guests parking their vehicles in the Garage for periods of time beyond their stay



at the Hotel. Regardless of the amounts actually charged by Tenant to guests who utilize the Park N Fly Program, the revenue shared with Landlord shall be at least Five Dollars (\$5.00) per night (i.e., 50% of \$10 per night), subject to adjustment as set forth below. The foregoing minimum revenue share/additional rent is subject to the Landlord's adjustments to the long-term daily parking rate implemented at the Garage from time to time, which is currently Twelve Dollars (\$12.00) per day. In the case of such modification of the daily rate by the Landlord, the minimum revenue share/additional rent identified in this paragraph shall be adjusted proportionally to the change in the daily rate. Installments of Additional Rent established in this paragraph shall be calculated and paid monthly in arrears.

d. Gross Revenues. As used herein, the term "Gross Revenues" means all monies received by or due to Tenant, its subtenants, or any other person selling goods or services in, at or from the Premises for cash, credit or otherwise, without reservation or deduction for uncollected amounts, credit card fees or charges, or collection costs, including but not limited to: all guest room rental transactions, sales, meeting facilities charges, catering fees, restaurant, room service and other services occurring on the Premises; any income resulting from transactions originating in, at, or from the Premises, and deposits not refunded to customers; and compensation of any kind received from a distributor or manufacturer for promoting or advertising any product on the Premises or elsewhere at the Airport. The term "Gross Revenues" does not include: all credits or refunds made to customers under such generally acceptable terms and conditions; all sums or credits received in settlement of claims for loss or damage to merchandise; all transient occupancy taxes, sales taxes, retailers' excise taxes, gross revenues taxes, transaction taxes, or similar equivalent taxes paid to or collected by or payable by Tenant, or any other person selling goods or services for a profit in, at or from the Premises; and the amount of any gratuities paid or given by patrons or customers to or for employees of Tenant, or any other person selling goods or services for a profit in, at or from the Premises.

e. Accounting and Reports. Tenant agrees that, throughout the Term of this Lease, it will keep true and accurate records in accordance with sound and generally accepted accounting principles consistently applied, and in accordance with accounting and record-keeping practices typical for the hospitality industry, with respect to Gross Revenues and with respect to the value of the Hotel Guest Parking Rights (i.e., utilization of the Hotel Guest Parking Rights and the Additional Rent generated thereby) and with respect to revenue generated from the Park N Fly Program (collectively, "parking revenues"); without limitation, Tenant will track and report parking revenues in accordance with Landlord's direction, including use of any Landlord-provided hardware, software and/or accounting system. Tenant covenants and agrees to provide Landlord with monthly reports with respect to all parking revenues and Gross Revenues, both in arrears, together with rent payments, and to provide Landlord with complete and accurate copies of the same monthly, quarterly and annual financial reports and deliverables that Tenant provides to its lender and franchisor at the same time as such reports and deliverables are provided to Tenant's lender and franchisor. At any time within one (1) year after the close of each lease year, Tenant agrees to permit Landlord or its representatives to examine Tenant's books and records with respect to Tenant's calculations of all parking revenues and Gross Revenues during the prior lease year so long as Landlord provides Tenant with reasonable advance notice of such examination, and so long as such examination is conducted either at the Premises or, at the option of Tenant, at Tenant's principal business offices, in either case at such times during Tenant's business hours as shall not unreasonably interfere with Tenant's business. If such examination discloses that any parking revenues were understated and Tenant failed to disclose such circumstance to Landlord, then Tenant shall immediately reimburse Landlord for all costs and expenses of the examination as additional rent and shall, in addition, pay Landlord any deficiency in Rent that resulted from Tenant's understatement of any parking revenues.

f. Rent Defined. In addition, for each lease year Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under any provisions of this Lease by Tenant to Landlord as additional rent, whether or not the same are designated as additional rent, on the next rent payment date following written notification of such sums or charges in the same manner as Rent. Rent and any additional

rent or other sums or charges are collectively referred to herein as “rent.” It is understood and agreed that the rent to be paid to Landlord by Tenant hereunder shall be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant directly to the party invoicing the same or in the form of additional rent, and this Lease shall be interpreted and construed to that effect.

g. Rent Payment. Except as otherwise specifically provided in this Lease, all rent shall be paid in monthly installments in arrears, without demand or setoff, on the fifteenth (15<sup>th</sup>) day of each month throughout the Term, and rent for any period of less than a full month shall be prorated on a per diem basis. Except as otherwise expressly provided in this Lease, any and all rent and other sums payable under this Lease shall be paid without notice, demand, counterclaim, set off, deduction, or defense and without abatement, suspension, diminution, or reduction, and the obligations and liabilities of Tenant under this Lease shall in no way be released, discharged or otherwise affected by reason of any occurrence whatsoever.

h. Utilities and Services. Tenant shall, at its sole cost and expense, cause to be furnished and shall pay for all utilities and services necessary or desirable for Tenant’s use of the Premises, including without limitation water, sewer, gas, electricity, communications, stormwater, and trash and recycling pick-up and disposal. Tenant covenants to pay the charges for all such utilities and services prior to delinquency and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utilities or services. No trash is allowed to be stored outside unless it is in an approved trash container located in an approved area. If Tenant fails to comply with the requirements of this provision, then Landlord reserves the right to fulfill Tenant’s obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as additional rent.

#### Section 6. Security Deposit; Tenant Guaranty.

a. Security Deposit. Tenant shall pay to Landlord a security deposit in the amount of \$125,000.00, which may be satisfied by the posting of a letter of credit in a form acceptable to the Landlord. If the deposit is paid in cash, it shall be held by the Landlord in a separate interest-bearing account as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof. Any deposits paid in cash shall be refunded to Tenant once the Tenant supplies a letter of credit equal to the amount of the cash deposit to be refunded. If there is an Event of Default by Tenant, then the Landlord at its option may apply the deposit and accrued interest, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such default, but no such application of the deposit shall constitute a waiver or cure of such default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Any remaining deposit plus accrued interest shall be paid to Tenant within thirty (30) days of the termination or expiration of this Lease. If Landlord transfers its interest in the Premises during the term of this Lease Agreement, Landlord shall assign the security deposit to the transferee and thereafter the Landlord named herein shall have no further liability for the return of the security deposit.

b. Guaranty. As an inducement for Landlord to enter into this Lease with Tenant, Tenant’s principals, Donald E. Wells and Colwen Management, Inc., a New Hampshire corporation, have agreed to unconditionally guaranty the full and timely payment of all rents due under this Lease, the performance of Tenant’s obligations with respect to the construction of the Hotel, and the performance of all other terms, conditions, obligations and liabilities set forth in this Lease in the event of fraud, misapplication of funds, unauthorized transfers of the Premises, or bankruptcy filings. A condition to the effectiveness of this Lease is that Tenant shall deliver to Landlord the Guaranty, fully executed by Tenant’s principals, in the form attached hereto as **Exhibit C** contemporaneously with Tenant’s execution and delivery of this Lease.

Section 7. **The Hotel; Capital Reserve Account.**

a. **No Modification.** During the Term, Tenant (i) shall not modify or alter the exterior appearance of the Hotel or related site improvements in a manner that diminishes their quality, (ii) shall not diminish the quality of the furniture, appliances, materials, fixtures, workmanship and finishes used in connection with the Hotel, as measured by the Hotel franchisor's requirements, and (iii) shall not modify or alter the Hotel's traffic impact on the Airport in any material way, in each case without prior written approval of Landlord, which approval shall be in Landlord's reasonable discretion to ensure the Hotel's consistency and aesthetic compatibility with the appearance, quality and functionality of the Airport.

b. **Title to the Hotel.** During the Term and until the expiration or earlier termination of this Lease, title to the Hotel and to any other permanent or temporary improvements made by Tenant to or upon the Premises shall belong solely to Tenant, and Tenant alone shall have the right to operate, manage, repair, replace, maintain and further improve the Premises subject to the terms and conditions of this Lease, and to deduct all depreciation on its income tax returns with respect thereto. Landlord hereby waives any right to claim a lien or security interest in Tenant's fixtures and personal property and, to the extent applicable, waives any statutory right of dstraint in or to Tenant's fixtures and personal property; the foregoing shall not be construed to limit Landlord's ability to seek, obtain or enforce a judicial lien granted by a court of competent jurisdiction. Tenant shall not damage or remove the Hotel or any other improvements it has constructed or may construct on the Premises or the Property during the Term without Landlord's prior written consent.

c. **Hotel Operation.** Tenant shall, or shall cause the Hotel manager to, meet with the Airport executive management team on a quarterly and annual basis, and more frequently if requested by Landlord, to review and address matters relating to the ongoing operation, marketing and maintenance of the Hotel and the Premises, and they shall work cooperatively and in good faith to implement systems and procedures to improve the operation, marketing and maintenance of the Hotel and the Premises as Landlord may deem reasonably necessary or convenient for the operation of the Airport.

d. **Removal of Hotel on Expiration.** Unless Landlord shall have agreed to enter into a lease for the Hotel, to enter into a new lease for the Premises, or to extend the Term of this Lease, Landlord may, at its option, notify Tenant in writing delivered at least twelve (12) months prior to the expiration of the Term that the Hotel and/or any other improvements Tenant has constructed on the Property (all of which are referred to generically as the "Hotel" for purposes of this concept) must be removed, in which event Tenant shall remove and/or demolish the Hotel, grade the land and then seed it with grass so long as Tenant is able to obtain all municipal and state permits and approvals necessary in connection with such demolition and removal, subject only to conditions that are reasonably acceptable to Tenant ("permits"). If Landlord notifies Tenant of its desire to have the Hotel removed and demolished in accordance with this provision, Tenant shall use commercially reasonable, good faith efforts to obtain such permits, but in no event shall Tenant be required to appeal any denial of such permits, appeal any conditions that it reasonably deems unacceptable or to defend any appeals made by others in connection with any permits. If Tenant is unable to secure the necessary permits for demolition, Landlord may attempt to secure said permits. Tenant shall have the right to use the funds maintained in the Capital Reserve Account (defined in Section 7(g)) in connection with obtaining the permits required by this provision (i.e., to pay engineers, consultants, attorneys, application fees, etc. in connection with such permits). If Tenant is unable to secure such permits and Landlord attempts to secure such permits, then Landlord may use the funds maintained in the Capital Reserve Account for such purposes, and Landlord agrees to use such funds in a prudent and reasonable manner. Following the issuance of all such permits and such permits having become final and unappealable, but in all events after the expiration or earlier termination of this Lease, Tenant shall promptly remove and/or demolish the Hotel and then grade and seed the land as aforesaid, and shall use commercially

reasonable, good faith efforts to complete such work in a timely manner, commencing promptly upon such permits having become final and unappealable (weather permitting) and then diligently prosecuting such work to completion thereafter. Landlord herein grants to Tenant a license to enter the Premises, said license shall take effect upon the termination or expiration of this Lease for the sole and exclusive purpose of removing such Hotel or other improvements. Tenant's right to use said license is contingent upon Landlord's notification to Tenant that the Hotel shall be removed from the Premises. If there are insufficient funds in the Capital Reserve Account to demolish the Hotel, Tenant shall use its own funds to accomplish the demolition, grading and seeding required by this provision.

e. Title Upon Expiration. Except as set forth in subsection (d) above, upon expiration or termination of this Lease all rights and interests of Tenant (and all persons whomsoever claiming by, under or through Tenant) in and to the Premises and the Hotel shall wholly cease and title to the Premises and the Hotel, including but not limited to all permanent and temporary improvements, erections and additions constructed on the Premises by Tenant and all furniture, fixtures, equipment and other personal property of Tenant used by Tenant solely in connection with the operation of the Hotel and the Premises, shall automatically vest in Landlord without cost or expense to Landlord and without further act or conveyance, and without liability to make compensation therefor to Tenant or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Tenant at any time other than pursuant to the specific terms of this Lease. This provision shall not relieve Tenant from liability for having left the Premises or the Hotel in unsound or unsafe condition or with encumbered title. Tenant, upon the request of Landlord, covenants and agrees to execute a deed and bill of sale conveying and releasing to Landlord all such rights in the Premises and the Hotel in a form and substance reasonably acceptable to Landlord.

f. Tenant's Maintenance Obligations. Tenant shall, at all times during the Term, including and up to the termination or expiration of this Lease, at its sole cost and expense, keep the Premises, the Hotel and the furniture, fixtures, equipment and other personal property associated therewith habitable, in good appearance, order, and in up-to-date and good condition and repair and in a clean and sanitary condition at all times, including by retaining and engaging pest control services as necessary. Tenant's obligations hereunder include, without limitation, all necessary repairs and replacements of the Hotel and other improvements, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including, but not limited to, the roof, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, electrical and lighting, heating, plumbing and sewage facilities, and HVAC equipment. Landlord shall not be required to make any repairs of any kind or nature, in, on or to the Premises during the Term. Tenant shall, in addition, manage and staff the Hotel in accordance with commercially reasonable management practices for hotels similar to the Hotel, including by providing such maintenance, security and management services as are customarily afforded to hotels similar to the Hotel.

g. Capital Reserve Account. Within thirty (30) days of the Rent Commencement Date, Tenant shall establish a joint reserve account for the replacement and demolition of the Hotel ("Capital Reserve Account") in accordance with the following:

i. The Capital Reserve Account shall be in the name of Tenant and the Landlord. The parties acknowledge and agree that during any period when a Leasehold Mortgage is in effect the Leasehold Mortgagee is likely to require that it maintain and control the funds maintained in the Capital Reserve Account, and Landlord will agree to authorize the Leasehold Mortgagee to maintain and control the funds maintained in the Capital Reserve Account so long as such funds are used solely for capital replacements and improvements and not used to pay debt service (principal or interest), lender fees or expenses, or to pay any other cost, fee or expense.

ii. The Capital Reserve Account shall be funded monthly in accordance with a

standard in the hotel industry and acceptable to Tenant's franchisor and lenders, and also in accordance with prudent long term maintenance practices applicable to structures and infrastructure similar to the Hotel and related improvements and acceptable to Landlord. Such funds, including interest earned, from this Capital Reserve Account are to be used for major maintenance, repair, and replacement activities and not for minor or ongoing maintenance items. Tenant shall inform the Landlord in advance of its intent to expend funds from the Capital Reserve Account and the purpose of the expenditure, and all expenditures shall be subject to Landlord's prior review and approval, which shall not be unreasonably withheld, conditioned or delayed subject to the provisions of Section 7(g)(iii). Balances in the Capital Reserve Account shall be reviewed periodically by Tenant and the Landlord to ascertain whether monthly funding levels are appropriate. Tenant shall provide Landlord with annual account statements reflecting the balances in the Capital Reserve Account no later than June 1 of each year. Provided that the Hotel is not demolished in accordance with Section 7(d) at the expiration or earlier termination of this Lease, funds remaining in the Capital Reserve Account shall be used to perform whatever repairs are then necessary to preserve the Hotel in good quality, habitable condition, and any excess funds remaining thereafter in the Capital Reserve Account shall become the property of Landlord. If the Hotel is demolished in accordance with Section 7(d) at the expiration or earlier termination of this Lease, funds remaining in the Capital Reserve Account following performance of the demolition, grading and seeding shall be disbursed to Tenant. If funds from the Capital Reserve Account are used in connection with the repair or restoration of the Hotel following casualty damage in accordance with Section 16, then after substantial completion of such repair or restoration Tenant shall engage a consultant to perform a new life cycle analysis of the Hotel, and Tenant shall thereafter fund the Capital Reserve Account monthly in accordance with such life cycle analysis, including any requirements in such analysis to bring the current funding to a particular level.

iii. Notwithstanding the provisions of Section 7(g)(ii), the funds deposited in the Capital Reserve Account during the last five (5) years of the Term shall accumulate and shall not be spent until the Landlord determines whether the Hotel will be demolished in accordance with Section 7(d) at the expiration of the Term. If Landlord decides that the Hotel will be demolished, then those funds shall be used to accomplish the demolition, grading and seeding described in Section 7(d) and any funds remaining after the performance of such work shall be disbursed in accordance with Section 7(g)(ii); provided that if Landlord decides to have the Hotel demolished and removed but the parties are unable to obtain the "permits" (as such term is defined in Section 7(d)), then the funds held in the Capital Reserve Account shall be disbursed in accordance with Section 7(g)(ii) as if Landlord decided not to demolish the Hotel. Tenant shall be solely responsible for all costs and expenses associated with demolition, however Tenant may use funds from the Capital Reserve Account to perform the work before resorting to the use of its own funds. If Landlord does not opt to have the Hotel demolished and removed in accordance with Section 7(d), then the funds held in the Capital Reserve Account shall continue to be used for major maintenance, repair, and replacement activities in accordance with Section 7(g)(ii) and any funds remaining in the Capital Reserve Account at the expiration of the Term, including any extensions or renewals thereof, or earlier termination of this Lease shall become the property of Landlord.

## Section 8. **Taxes and Other Expenses.**

a. **Taxes.** Tenant is responsible for payment of all transfer taxes associated with this Lease, if any, and shall pay all income taxes, rooms and meals taxes, sales and use taxes, and any other taxes imposed on Tenant in connection with or by reason of its lease of the Premises and its ownership and operation of the Hotel. In addition, Tenant shall, from and after the Commencement Date and thereafter during the Term, pay and discharge punctually, as and when the same shall become due and payable, all real estate or ad valorem taxes as assessed by any government then entitled to do so, special and general assessments and

other governmental impositions and charges, extraordinary as well as ordinary, including any state, regional or local taxes, fees or payments that may be imposed in lieu of such real estate or ad valorem taxes or assessments (collectively hereinafter referred to as “Taxes”), and each and every installment thereof which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term “Taxes” as heretofore defined). If the Premises become separately assessed by the taxing authority, Tenant shall pay Taxes with respect to the Premises directly to the taxing authority and shall indemnify and save harmless Landlord on account of any obligation to pay such Taxes as additional rent. If the Premises remain taxed together with other property owned by Landlord, then Tenant shall pay Taxes with respect to the Premises to Landlord as additional rent within thirty (30) days of receipt of an invoice therefor together with documentation reasonably substantiating Landlord’s calculation of Taxes owed by Tenant.

b. Time For Payment. Tenant shall be deemed to have complied with the covenants of this Section if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become delinquent, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment as and when so requested by Landlord.

c. Right To Contest. Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute and Tenant shall promptly pay all Taxes prior to commencement of any foreclosure, tax sale or other forfeiture proceeding, the result of which would be loss of title to the Premises to the taxing authority. The legal proceedings referred to in this Subsection 8(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. If there is any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

d. Refunds. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate (or Tenant’s proportionate share thereof, if applicable) shall belong to Tenant. Landlord will, upon the written request of Tenant, sign such receipts as may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate (or, its proportionate share thereof, if applicable) as received by Landlord.

e. Remedies for Nonpayment. If Tenant shall fail, refuse or neglect to make any of the payments required by this Section, then Landlord, at its option, may pay the same or any portion thereof, and the amount or amounts so paid, including reasonable attorneys’ fees and expenses incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord within ten (10) days after written demand by Landlord, and the amount thereof shall be treated as additional rent, and the payment thereof may be collected or enforced by Landlord in the same manner as though such amount were an installment of rent specifically required by the terms of this Lease to be paid by Tenant to Landlord.

## Section 9. Requirements of Governmental Authorities.

a. Compliance. During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present or future, foreseen or unforeseen, laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, and municipal governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the Commencement Date or may in the future be passed, enacted or directed. Tenant shall further so comply with each and every rule, order and requirement of any federal, state, municipal, legislative, executive, judicial or other governmental body, commissioner or officer or of any bureau or department thereof, whether now existing or hereafter created, having jurisdiction over the Premises or any part thereof, or exercising any power relative thereto or to the owners, tenants or occupants thereof including compliance with all regulations and permits for the Hotel. Tenant shall maintain the Hotel and the Premises, and otherwise operate the Hotel and Premises, in conformity with all municipal, state and federal land use permits and approvals governing the Hotel or the Premises at any time. The Tenant shall construct the Project in accordance with applicable requirements governing construction projects in the City of South Burlington. The operation of the Hotel shall be governed by the legal requirements that apply to any other private business operating at Burlington International Airport.

b. Minimum Standards for Commercial Aeronautical Activities. Tenant's right of access to the Property shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including, but not limited to, Minimum Standards for Commercial Aeronautical Activities now in effect or hereinafter adopted or promulgated by the Airport.

c. FAA or TSA. This Lease is subject and subordinate to the provisions of any agreement heretofore made between the Landlord and the United States Government or State of Vermont relative to the operation or maintenance of the Airport, the execution of which has been required or may be required as a condition precedent to the transfer of federal rights, funds or property to Landlord for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport. Accordingly, this Lease may be amended without further consideration for the purpose of satisfying the requirements of the Federal Aviation Administration ("FAA") or Transportation Safety Administration ("TSA") or their respective successor agencies. If any such amendment modifies the terms and conditions of the Lease in a manner that causes the Tenant to directly incur costs, expenses or fees that materially modify the financial bargain embodied by this Lease, then the parties shall use good faith efforts to cooperatively seek to obtain exemptions or exclusions from the FAA or TSA requirements in an effort to eliminate or minimize the costs or expenses arising from the amendment sought to be imposed. If the FAA requires modifications or changes to this Lease as a condition precedent to Landlord receipt or retention of funds for the improvement of the Airport, Tenant agrees to execute and deliver to Landlord an amendment to this Lease (prepared by Landlord) that effects such modifications or changes as may be required to enable the Landlord to obtain or retain such funds or funding. Without limiting the foregoing, the Tenant agrees that it is subject to the terms and provisions of the required federal provisions included on Exhibit D attached hereto and made a part hereof, with the understanding that the Tenant is the "Contractor" identified therein.

d. Compliance With 49 C.F.R. Section 23.9. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Tenant (as the "concessionaire" or "contractor") agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. Tenant, as the "concessionaire" or "contractor" agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements. Landlord has established an Airport Concession Disadvantaged Business Enterprise ("ACDBE") Program, but has not established any concession specific goals for lodging under such Program. As an airport sponsor, Landlord is obligated to prepare and submit to the FAA a Uniform Report of ACDBE Participation on an annual basis and Tenant

will, no later than [REDACTED] of each year, provide Landlord with information necessary to complete the Uniform Report of ADCBE Participation in a form substantially similar to Appendix A to 49 C.F.R. Part 23 as amended or superseded. In addition, if Landlord establishes concession specific goals for lodging under its ADCBE Program, then Tenant will comply with applicable portions of 49 C.F.R. Parts 23 and 26 as amended or superseded.

e. Livable Wage Ordinance. Tenant shall construct and operate the Hotel in accordance with the requirements of the City of Burlington Livable Wage Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance on an annual basis (due by April 1<sup>st</sup> of each year) if requested by Landlord.

f. Union Deterrence Ordinance. Tenant shall construct and operate the Hotel in accordance with the requirements of the City of Burlington Union Deterrence Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinances if requested by Landlord.

g. Non-Outsourcing Ordinance. Tenant shall construct and operate the Hotel in accordance with the requirements of the City of Burlington Outsourcing Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

h. No Discrimination. Tenant, for itself and its personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds 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, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Tenant's facilities pursuant to its operations hereunder; (ii) in the furnishing of services at the Hotel, no person on the grounds 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, genetic information or other protected classification shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (iii) Tenant shall ensure compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60); (iv) Tenant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 C.F.R. § 21 through Appendix C, and Regulations under 23 C.F.R. § 710.405(b); (v) Tenant shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable; and (vi) all subcontracts shall include reference to the above.

i. Public Records Act. Any and all records submitted to Landlord, 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 Landlord. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

j. Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity



or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute, provided that in no event shall Tenant be permitted or authorized to maintain any such contest if doing so has or would have an adverse effect on the Airport as determined by Landlord in its discretion.

Section 10. **Covenant Against Liens.** If during the Term, including without limitation during the Construction Period, any mechanic's lien or other lien shall be filed against the Premises or any portion of the Property because of any work performed upon the Premises by or at the expense of Tenant, or any failure of Tenant to pay Taxes in accordance with this Lease, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after the recording thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If Tenant fails to timely discharge any such lien by payment or bond, Landlord may (but shall not be obliged to) pay the amount of such lien, or discharge the same by bonding, and the amount so paid shall be deemed to be additional rent due and payable within ten (10) days of Landlord's written demand therefor.

Section 11. **Access to Premises.** During the Term, Landlord or Landlord's agents shall have the right to inspect the Hotel and the Premises at all reasonable times upon reasonable advance notice to Tenant.

Section 12. **Assignment and Subletting.**

a. Tenant shall not transfer or assign (whether by instrument or operation of law or, if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of Tenant hereunder without the prior written consent of Landlord. Tenant shall give Landlord sixty (60) days prior written notice of its desire to assign the Lease and shall furnish Landlord with such information as it may reasonably request indicating that the proposed assignee is reputable and financially responsible. Landlord may justifiably refuse consent to any assignment based upon (i) the financial position of the proposed assignee; (ii) the relevant business experience of the proposed assignee; (iii) the proposed use; (iv) the character and reputation of the proposed assignee; (v) the economic terms of the proposed assignment; and (vi) any other factor that Landlord in its good faith judgment deems relevant to the proposed assignment. Tenant agrees to reimburse Landlord for any reasonable expenses that may be incurred by Landlord in connection with any proposed assignment, including without limitation, the reasonable cost of investigating the acceptability of the proposed assignee and reasonable legal expenses incurred in connection with the granting of any requested consent.

b. Tenant shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto (other than standard concessions associated with hotel operation and management), nor permit nor suffer any party other than Tenant to use or occupy the Premises or any portion thereof without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion.

c. Except as set forth above, any transfer, assignment or subletting without the prior written consent of Landlord shall be void *ab initio*. Landlord's consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Tenant, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer or assignment, and each subsequent use and occupancy by a party other than Tenant shall likewise be made only with the prior written consent of Landlord.

d. Landlord agrees, at Tenant's request, to enter into amendments to this Lease requested by Tenant or by any permitted Leasehold Mortgagee provided that, in any event no such amendment shall (i) involve the rent, Term, priority of the Landlord's fee interest, or other monetary or material provision; (ii) materially reduce Landlord's right or remedies under this Lease; (iii) materially reduce or diminish the value of the transaction for which Landlord bargained under this Lease; or (iv) diminish the quality of the Hotel (including its overall design, fixtures, finishes and materials, brand affiliation and operational standard). All legal expenses incurred by Landlord as a result of any such amendments shall be borne by Tenant.

e. Security Interests. Nothing contained in this Section 12 shall limit or is intended to limit the rights of Tenant under Section 13; and the enforcement of the rights held by a Leasehold Mortgagee, including the foreclosure of such Leasehold Mortgage or transfer of Tenant's leasehold interest in lieu of foreclosure, shall not be restricted or prohibited hereunder or subject to Landlord's consent. In addition, if any Leasehold Mortgagee (or its successor, assign, designees or nominee) succeeds to the interest of Tenant under this Lease, then such mortgagee (or its successor, assign, designee or nominee) shall have (a) the right, with the consent of Landlord, which shall not be unreasonably withheld (including, but not limited to the Landlord's right to assess the proposed assignee's financial ability and capacity to own and operate the Hotel), to further transfer or assign this Lease or to sublet the Premises and improvements thereon, anything to the contrary herein contained notwithstanding, and (b) all the rights, options and privileges of the Tenant under this Lease.

### Section 13. Leasehold Mortgage.

a. Tenant shall have the right to mortgage and/or otherwise encumber the Premises and Hotel to the extent of its leasehold interest only (a "Leasehold Mortgage"), provided that once there are 30 years or fewer remaining in the Term, then Tenant may only grant a Leasehold Mortgage to secure a loan that will fully amortize over its term. In no event will Landlord subordinate this Lease to any interest of any person or entity holding a Leasehold Mortgage. No merger of fee title with the leasehold interest under any circumstances (whether voluntary or involuntary or effected by the Landlord or the Tenant) will result in the termination of this Lease or an extinguishment of any Leasehold Mortgage. If Tenant and/or Tenant's permitted successors and assigns shall mortgage this leasehold, and if the holder of such Leasehold Mortgage (a "Leasehold Mortgage"), shall send to Landlord a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee, Landlord agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Leasehold Mortgagee to Landlord, the provisions of this Section 13 shall apply.

b. Subject to fulfillment of the obligations set forth below for a Leasehold Mortgagee to prevent termination of this Lease, no cancellation, termination (other than expiration in accordance with the terms of this Lease or termination following an Event of Default), surrender, modification or waiver of rights or remedies, of or under this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by the Leasehold Mortgagee.

c. Landlord, upon providing Tenant any notice of default under this Lease, a termination of this Lease, or a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of the notice to every Leasehold Mortgagee of which Landlord has been provided notice in accordance with this Section. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy has been provided to every Leasehold Mortgagee of which Landlord has been provided notice in accordance with Section. If Tenant fails to remedy any default or acts or omissions in the time provided to cure under this Lease, the Leasehold Mortgagee shall have the period of time specified in Section 21 to remedy, or cause to be remedied, the defaults or acts or omissions that are specified in the notice. Landlord shall accept the performance by or at the instigation of the Leasehold Mortgagee as if the

same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

d. Notwithstanding anything contained in this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure the default or the act or omission which gave rise to the default, Landlord shall notify every Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of termination.

e. During such 30-day termination notice cure period described in subsection (d), any Leasehold Mortgagee may:

- i. Notify Landlord that the Leasehold Mortgagee intends to cure the default;
- ii. If a monetary default exists, pay or cause to be paid all rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee;
- iii. If a default other than a monetary default exists, comply in good faith, within such 30-day period, with all non-monetary requirements of this Lease then in default if possible of being complied with; provided, however, that the Leasehold Mortgagee shall not be required to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against the Tenant's interest in this Lease or the Premises junior in priority to the lien of the Leasehold Mortgage held by the Leasehold Mortgagee, and any default of Tenant which by its terms is not capable of being cured by any person other than Tenant. Any cure period of which a Leasehold Mortgagee is entitled hereunder shall be extended by any period of time during which such Leasehold Mortgagee is stayed from curing by reason of bankruptcy or other insolvency proceedings involving Tenant (not to exceed a period of 120 days).

f. If the Leasehold Mortgagee or its designee follows the steps described in Section (e) and cures the default, and if Tenant does not resume performance of its obligations under the Lease, the Leasehold Mortgagee or its designee may:

- i. Pay or cause to be paid the rent and other monetary obligations of Tenant under this Lease as the same become due and payable in accordance with the provisions thereof, and continue to perform all of Tenant's other obligations under this Lease, excepting obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Tenant's leasehold estate junior in priority to the lien of the mortgage held by the Leasehold Mortgagee, and any default by Tenant which by its terms is not capable of being cured by any person other than Tenant; and
- ii. If not enjoined or stayed, take commercially reasonable steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means (all subject to Landlord's rights hereunder) or otherwise take commercially reasonable steps to compel Tenant to resume performance of Tenant's obligations under this Lease.

g. Upon the acquisition of Tenant's leasehold estate in the Premises by the Leasehold

Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, or upon Tenant's resumption of performance or its obligations under this Lease, and so long as a Leasehold Mortgagee or its designee is complying with the provisions of subsection (f) above, or Tenant is performing under this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease. Nothing in this Section 13, however, shall be construed to extend this Lease beyond the Term.

h. For the purposes of this Lease, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or the Tenant's leasehold estate, nor shall any Leasehold Mortgagee or its designee be deemed to be an assignee or Transferee (as hereinafter defined) of this Lease or of the Tenant's leasehold estate, requiring the Leasehold Mortgagee or its designee to assume the performance of any of the terms, covenants or conditions to be performed by Tenant. However, the purchaser at any sale of this Lease and of the Tenant's leasehold estate in any proceeding for the foreclosure of any Leasehold Mortgage, or the assignee or Transferee of this Lease and of the Tenant's leasehold estate under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a "transferee" or "assignee" and shall be deemed to have agreed to perform all of the terms, covenants, and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for as long as such purchaser or assignee is the holder of Tenant's leasehold estate; provided, however, such terms, covenants, and conditions shall not include the indemnity obligations under this Lease except to the extent a default arises on or after the date of such purchase and assignment and before such purchaser or assignee is no longer the holder of the Tenant's leasehold estate.

i. Any Leasehold Mortgagee or other lender in possession or their respective designees may, upon acquiring the Tenant's leasehold estate, sell and assign the Tenant's leasehold estate on such terms and to such persons and organizations as chosen by the Leasehold Mortgagee or other lender-in-possession subject to Landlord's rights hereunder to review and approve proposed assignments. After a sale or assignment of the Tenant's leasehold estate, the Leasehold Mortgagee or other lender-in-possession or their respective designees shall be relieved of all obligations arising under this Lease, provided the assignee delivers to Landlord its written agreement to be bound by all of the provisions of this Lease, from and after the date of acquisition.

j. Nothing in this Lease shall require any Leasehold Mortgagee as a condition to its exercise of rights hereunder to cure any default of Tenant which by its terms is not capable of being cured by any person other than Tenant. The financial condition of any Leasehold Mortgagee or successor to Tenant's interest under this Lease shall not be a consideration in the determination of the capability of cure of a default. No default, the cure of which, and no obligation of Tenant, the performance of which, requires possession of the Premises shall be deemed capable of cure or performance by any Leasehold Mortgagee or successor to Tenant's interest under this Lease not in possession of the Premises, provided the Leasehold Mortgagee is complying with all other requirements described in this Section 13, and provided that the Leasehold Mortgagee commences cure of that obligation and diligently prosecutes cure of such obligation to completion within a reasonable period of time after the holder's taking possession of the Premises; nor shall any Leasehold Mortgagee be required to cure the bankruptcy, insolvency or any related or similar condition of Tenant.

k. Tenant shall give every Leasehold Mortgagee prompt notice of any dispute resolution or legal proceedings between Landlord and Tenant involving this Lease or the Premises. Each such Leasehold Mortgagee shall have the right, but not the obligation, to intervene, within 30 days after receipt of such notice of dispute resolution or legal proceedings, in any such proceedings and be made a party to such proceedings, and the parties hereto consent to such intervention provided that the timing of all aspects of the dispute resolution shall not be extended or modified upon such intervention. Whether or not a Leasehold Mortgagee intervenes, all Leasehold Mortgagees shall be bound by the outcome of such proceedings. If any Leasehold Mortgagee shall not elect or is not entitled to intervene or become a party to any such

proceedings, Tenant shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening in such proceedings. Whether or not Tenant gives the Leasehold Mortgagee notice of the proceedings, the Leasehold Mortgagee shall be bound by the decision, provided that the Leasehold Mortgagee shall not be bound by a proceeding commenced after a default by Tenant under this Lease unless Landlord gives the Leasehold Mortgagee notice of the proceedings.

l. Notices from Landlord to the Leasehold Mortgagee shall be delivered to the address furnished to Landlord pursuant to Section 13(a) and those from the Leasehold Mortgagee to Landlord shall be delivered to the address designed pursuant to the provisions of Section 25. Notices, demands and requests shall be given in the manner described in Section 25 and shall in all respects be governed by the provisions of that Section.

m. If any proceeding by either Landlord or Tenant under the United States Bankruptcy Code or any other insolvency proceeding or in the event this Lease terminates for any reason (unless due to a casualty or a condemnation as provided in this Lease) prior to the scheduled expiration date of the Lease Term, as the same may be extended, the Leasehold Mortgagee shall have the following rights:

- i. If this Lease is rejected in connection with a bankruptcy proceeding by Tenant or a trustee in bankruptcy for the Tenant, rejection shall, upon the request of the Leasehold Mortgagee, be deemed an assignment by Tenant to the Leasehold Mortgagee (or if there is more than one Leasehold Mortgagee, to the one highest in priority) or its designee, of the Tenant's leasehold estate and all of Tenant's interest under this Lease, in the nature of an assignment in lieu of foreclosure. This Lease shall not terminate and the Leasehold Mortgagee shall have all the rights of the Leasehold Mortgagee under this Lease as if the bankruptcy proceeding had not occurred, unless the Leasehold Mortgagee rejects the deemed assignment by notice in writing to Landlord within 60 days following rejection of the Lease by Tenant or Tenant's trustee in bankruptcy. Notwithstanding the foregoing, if such assignment does not occur or is unable to occur for any reason, upon the request of the Leasehold Mortgagee (or if there is more than one Leasehold Mortgagee, to the one highest in priority), a new lease shall be entered into between Landlord and such Leasehold Mortgagee or its designee on the same terms as are set forth herein for the remainder of the Term.
- ii. If this Lease is rejected by Landlord or by Landlord's trustee in bankruptcy or their insolvency receiver or similar third party, Tenant shall not have the right to treat this Lease as terminated except with the prior written consent of all the Leasehold Mortgagees; and the right to treat this Lease as terminated in that event shall be deemed assigned to each and every Leasehold Mortgagee, whether or not specifically set forth in the Leasehold Mortgage, so that the concurrence in writing of Tenant and each Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated. If this Lease is not treated as terminated, then this Lease shall continue in effect upon all of its terms and conditions, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of its Term. Thereafter, Tenant or its successor shall be entitled to any offsets against rent for any damages arising from the rejection and any offset properly made shall not be deemed a default under this Lease. The lien of any Leasehold Mortgage then in effect shall extend to the continuing possessory rights of Tenant following rejection with the same priority with respect to each Leasehold Mortgage as it would have had if the rejection had not taken place.

iii. If this Lease terminates in bankruptcy or otherwise, then the Leasehold Mortgagee highest in priority shall have the right, at its option, and upon its request to have Landlord enter into a new lease with such Leasehold Mortgagee or its designee on the same terms and conditions as this Lease for the remainder of the Term, provided (A) the Leasehold Mortgagee enter into such new lease within the later to occur of (i) 120 days from commencement of the bankruptcy and (ii) 60 days following the date of termination, and (B) the Leasehold Mortgagee has duly cured all monetary defaults and is then using due diligence to prosecute the cure of all other defaults of Tenant which are then susceptible of being cured.

n. If Landlord agrees to amend this Lease to conform to any requests made by any Leasehold Mortgagee, Tenant shall bear all costs and expenses associated with preparing any such amendment and shall reimburse Landlord's for its reasonable out of pocket costs associated with such amendment, including its reasonable attorneys' fees.

o. Each party agrees that at any time, and from time to time, upon not less than ten (10) business days prior notice, at either party's request, it shall execute, acknowledge and deliver to the other party a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect, or if there are modifications, stating the modifications and that the Lease as modified is still in full force and effect, and that there are no defaults, defenses or offsets thereto then accrued, or stating those claimed, and stating the dates to which the rents or other charges have been paid.

Section 14. **Signs.** Tenant has the right to place, install or maintain upon the Premises any sign, symbol, advertisement or similar device which is intended to be visible to public view from outside the Premises so long as Tenant first obtains, at its sole expense, all necessary governmental permits and approvals therefor and Landlord's prior written consent, which consent will not be unreasonably withheld.

Section 15. **Indemnity and Insurance.**

a. Tenant shall, from and after the Commencement Date, defend, indemnify and hold harmless Landlord, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "**Liabilities**") arising out of or in connection with (i) damage to property or death or injury to any person sustained on or about the Premises, or arising (directly or indirectly) out of or in connection with Tenant's possession, use, occupation or control of the Premises, (ii) damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Tenant, its agents, employees, licensees or contractors and (iii) any breach or default of this Lease by Tenant, its agents, employees, licensees or contractors, except to the extent such damage, death, injury or Liabilities are caused by or arise from the willful misconduct or negligence of Landlord.

b. **Insurance Certificates.** Unless waived in writing or otherwise provided by the Landlord, the Tenant shall procure the insurance coverages identified below at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing the Landlord as the certificate holder. The insurance certificate must provide the following:

- Name and address of authorized agent.
- Name and address of insured.
- Name of insurance company(ies).

- Description of policies, including coverage type and amounts.
- Policy Number(s).
- Policy Period(s).
- Limits of liability.
- Name and address of Landlord as certificate holder.
- Signature of authorized agent.
- Telephone number of authorized agent.
- Mandatory notice in accordance with the policy provisions in the event of cancellation/non-renewal.
- Landlord designated as additional insured under all policies with the exception of professional liability and workers' compensation.

Landlord may require certified copies of any insurance policies entered into by Tenant, and Tenant is responsible for annually verifying and confirming in writing to Landlord that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to Lease shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Tenant.

c. Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report*, or has an analogous rating from a comparable rating service approved by Landlord. Each such policy shall contain the following provisions:

- i. All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the Landlord; and
- ii. The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds"), and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Lease.

d. Insurance Coverages. During the Term, the Tenant agrees to purchase and maintain the following types of insurance coverages, consistent with the policies and requirements of the City of Burlington, and provide evidence of continuing coverage to Landlord on an annual basis. The minimum required coverages and liability limits may be reasonably amended from time to time during the Term by Landlord to reflect then current reasonable and standard limits by giving Notice to Tenant pursuant to Section 25 and both parties shall, upon request, execute an amendment to this Lease to reflect the changes agreed upon, provided that in no event shall insurance coverages required hereby be lower than those required by any Leasehold Mortgage then in effect, and in the event of a conflict between the insurance coverages required hereby and those required by any Leasehold Mortgage then in effect wherein the Leasehold Mortgage requires higher limits or greater coverage, the requirements of the Leasehold Mortgage shall prevail. Under no circumstances shall Tenant's liability be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Tenant. Limits of insurance required at the commencement of the Term of this Lease are as follows:

- i. Workers' Compensation and Employer's Liability. The Tenant agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease). The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Lease to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability coverages and Tenant shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises.
- ii. Workers' Compensation and Employers' Liability Insurance. If Tenant and/or Tenant's hotel operations subcontractor has employees, the Tenant shall also maintain Employers Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident - \$500,000 each accident; and  
Bodily Injury by Disease - \$500,000 each employee.  
Bodily Injury by Disease - \$500,000 policy limit.

The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Lease to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and Tenant shall require from its general contractor(s) that it and all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises. Notwithstanding the foregoing, recognizing that not all subcontractors will have the limits set forth herein, the Tenant may allow its contractor to have discretion to accept lower limits from subcontractors as appropriate.

- iii. Commercial General Liability Insurance. The Tenant shall provide Commercial General Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- iv. Commercial Business Automobile Liability Insurance. The Tenant shall provide Commercial Business Automobile Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.
- v. Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured



requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

- vi. Builders Risk Insurance. During the construction of the Hotel, any major renovation (defined to mean with a cost in excess of \$100,000) or reconstruction of the Hotel, Tenant shall provide a Builder's Risk Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the construct sum under any construction contract applicable to any such reconstruction. All deductibles shall be the sole responsibility of Tenant or the contractor, and in no event shall the amount of any deductible exceed \$10,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Tenant, and
- (iii) Performance of work in connection with construction operations insured by the Tenant, by agents or sublessees or other contractors of Tenant, or by contractors of the Tenant."

- vii. During the construction of the Hotel, any major renovation (defined to mean with a cost in excess of \$100,000) or reconstruction of the Hotel, Tenant shall require its general contractor, architect and other design professionals with significant design obligations (other than the landscape architect) to carry professional liability insurance covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in an amount not less than \$1 million each claim and \$2 million annual aggregate; coverage shall include liability arising out of a contract, and if such insurance is on a claims made basis, Tenant's architect shall maintain liability coverage for not less than five years following the date of substantial completion of the Hotel.

- viii. Property Insurance. Upon completion of the Hotel, during the Term Tenant shall provide an "all risk" Property Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the replacement value of the completed Hotel and related improvements and shall include replacement cost, demolition cost and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Tenant, and in no event shall the amount of the "All Risk" deductible exceed \$5,000.00. Any improvements constructed by Tenant upon the Premises shall be constructed and maintained at Tenant's risk.

- ix. Performance Bond and Payment Bond. During the construction of the Hotel, any

major renovation (defined to mean with a cost in excess of \$100,000) or reconstruction of the Hotel, Tenant shall deliver to Landlord, at the time of execution of a contract related to such construction or reconstruction work, (x) a Performance Bond equal to 100% of the completed value of the work with Landlord named as obligee, and (y) a Labor and Materials Payment Bond in the amount equal to 100% of the completed value. Bonds shall be in a form reasonably approved by Landlord, and the surety shall be reasonably acceptable to Landlord.

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

f. Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term and shall not terminate until this Lease has expired or been terminated and the Premises surrendered.

g. Review of Insurance. Subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee, the Landlord reserves the right to review the insurance coverage requirements every five years to ensure that the specified coverages and limits remain commercially reasonable for similar hotels, and Tenant shall modify its coverage throughout the term of the Lease at Tenant's sole expense upon the reasonable request of Landlord if the specified coverages and limits are no longer commercially reasonable for similar hotels.

Section 16. Damage or Destruction. If during the Term, the Hotel is wholly or partially damaged or destroyed, Tenant shall promptly give written notice of that damage or destruction to Landlord. Subject to the terms of any Leasehold Mortgage then in effect, any such damage or destruction shall not terminate this Lease, and Tenant shall apply available insurance proceeds and the amount then held in the Capital Reserve Account to promptly repair, restore, replace, rebuild, or reconstruct (herein "restoration" or "restore") the Hotel to substantially the same quality, workmanship, finishes and size as existed immediately before the damage or destruction unless the Landlord gives its prior written approval to do otherwise. Subject to the terms of any Leasehold Mortgage then in effect, which may provide that a Leasehold Mortgagee has the right to participate in adjustment of losses as to casualty proceeds, the restoration shall be commenced promptly and prosecuted with due diligence following adjustment or collection of insurance proceeds. The terms of any Leasehold Mortgage may require payment of insurance proceeds to be made to the Leasehold Mortgagee or to an independent trustee acceptable to the Leasehold Mortgagee until restoration is complete. Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is rendered unfit for occupancy bears to the whole of the Premises until restoration is complete. In no event shall Landlord have any right to receive any insurance proceeds; any excess insurance proceeds remaining following restoration shall be delivered to Tenant, subject to the rights of any Leasehold Mortgagee. The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Hotel, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Hotel shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Hotel following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

Section 17. **Condemnation or Eminent Domain.**

a. If the whole of the Premises and the Hotel shall be appropriated or condemned under power of eminent domain by any competent authority for any public or quasi-public use or purpose during the Term, Tenant reserves unto itself the right to prosecute its claim for an award of damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's total improvements on the Premises and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, the Tenant's leasehold interest. In such event, this Lease shall terminate when Tenant can no longer use the Premises in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur and any unearned rent or other charges, if any, paid in advance shall be refunded to Tenant.

b. If a part of the Premises shall be appropriated or condemned, and Tenant determines in its reasonable discretion that such partial taking renders the continued operation and management of the Premises uneconomic, then and in any such event Tenant, at any time either before or within a period of sixty (60) days after the date when possession on the part of the Premises so taken shall be required by the appropriating or condemning authority may elect to terminate this Lease. If Tenant shall exercise such election to terminate this Lease, Tenant shall have the right to prosecute its claim for an award for damages for the termination of this Lease caused by such partial appropriation or taking, together with damages based on the value of Tenant's total improvements in the same manner and to the same extent as that hereinbefore reserved by Tenant in the event that the whole of the Premises were appropriated or condemned, except that nothing herein shall be construed to entitle Tenant to any such damages or to obligate the Landlord to pay any such damages or portion thereof upon a failing by the condemning or appropriating authority or an adjudication as between the authority and Tenant to make an award of damages. Upon termination, any unearned rent or other charges, if any, paid in advance shall be refunded to Tenant.

c. If Tenant shall fail to exercise such option, or in the event that a part of the Premises shall be taken or condemned under circumstances in which Tenant shall have no such option, then in either event this Lease shall continue in full force and effect and shall terminate only as to that part of the Premises so taken. In that event Tenant shall, using compensation available or paid upon such a partial taking (or purchase), and if those are insufficient, using funds then held in the Capital Reserve Account, make all repairs to the buildings and improvements on the Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). All compensation available or paid to the Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration, and any excess compensation shall be paid first to Tenant for the value of any improvements or improved property so taken, and then to Landlord for the value of any property taken and considered as unimproved and for the cost of any property restoration occasioned by such partial taking (or purchase). The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project Hotel, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project Hotel shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Hotel following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

d. In all events, a Leasehold Mortgagee shall have the right to participate in any condemnation proceedings and settlement discussions. If any Leasehold Mortgage is in effect at the time of any taking or

partial taking, payments or awards made in connection therewith shall be made to the Leasehold Mortgagee or to an independent trustee for the purposes of supervising and controlling the receipt and disbursement of condemnation awards for the restoration of the Premises (in the event of a partial taking that does not result in the termination of this Lease) or otherwise. This payment must not be less than the total award minus the value of the land considered as unimproved but encumbered by this Lease.

e. To the maximum extent allowable under State or Federal Law, Tenant reserves its rights to pursue damages or remedies for any condemnation of the Premises. Nothing in this Section 17 waives or modifies any legal or equitable rights Tenant may have as a leasehold owner or as a business owner in the event the Premises is subject to eminent domain.

#### Section 18. **Landlord's Right to Mortgage Property.**

(a) Landlord shall have the right to mortgage Landlord's interest in the fee to the Property and to assign its rights under this Lease as collateral for any borrowings, provided that any such mortgage shall be subject to Tenant's rights under this Lease, and that Landlord and its mortgagee execute and deliver to Tenant and Tenant's lender such instruments as Tenant and Tenant's lender may reasonably require to evidence Landlord's mortgagee's agreement that if it or its successor-in-interest or any purchaser of its or its successor's interest in the Premises acquires an ownership interest in the Premises, this Lease will remain in force and effect, and that such party will (i) honor all of the terms of this Lease, (ii) fulfill Landlord's obligations under this Lease, (iii) agree that if the mortgage is foreclosed or executed upon for any reason, then so long as Tenant is not in default under this Lease beyond any applicable notice, grace and cure periods, Tenant's rights under this Lease and its use and enjoyment of the Premises shall not be disturbed and Tenant shall not be joined as an adverse party or party defendant in any action which may be commenced to foreclose the mortgage. Tenant will execute such customary attornment and non-disturbance agreements (but not subordination agreements) as may be reasonably required by Landlord's lender(s).

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

#### Section 19. **Environmental Compliance.**

a. Except as provided in Subsections 19(b) and 19(d), below, to the extent caused by or arising from the acts or omissions of Tenant, its agents, employees or contractors, Tenant shall defend, indemnify, and hold harmless Landlord and its officers and employees from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or

contractors; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors. For purposes of this Section 19, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Tenant may have under this Lease, at common law, or otherwise, and shall survive the termination or expiration of this Lease.

b. Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were generated, stored, handled, transported, disposed of, discharged or released by any party other than Tenant, its agents, employees or contractors.

c. Tenant shall provide Landlord with copies of any environmental reports or studies in its possession or in the possession of its agents which it can obtain without expense related to the Premises and any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises.

d. Except as otherwise provided in Subsection 19(a), above, Landlord shall defend, indemnify, and hold harmless Tenant and its members and managers from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities based upon or in any way related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Landlord shall provide Tenant with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the

Premises and shall give Tenant written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Landlord may have under this Lease, at common law, or otherwise, and shall survive the termination or expiration of this Lease.

Section 20. **Quiet Enjoyment; Landlord's Warranties.**

a. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises and all appurtenances thereto without hindrance or molestation from any person claiming by, through or under Landlord.

b. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord and any person executing this Lease in a representative capacity has full right and lawful authority to execute this Lease in the manner and upon the conditions and provisions herein contained.

Section 21. **Defaults.**

- a. If any one or more of the following events (herein called "Events of Default") shall occur:
- i. if default shall be made in the due and punctual payment of any installment of rent, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to pay any installment of rent, when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
  - ii. if default shall be made in the due and punctual payment of any installment of any sum of money payable by Tenant under this Lease other than rent, when and as the same shall become due and payable, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to make any such payment when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
  - iii. if default shall be made in the delivery to Landlord of any financial reports and deliverables that Tenant is required to deliver to Landlord under this Lease, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to deliver to Landlord any financial reports or deliverable required under this Lease when and as the same shall become due, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or

- iv. if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing Subsections 21(a)(i), (ii) or (iii), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence); or
- v. if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or
- vi. if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

then and in any such event Landlord, at any time thereafter, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Lease and the term thereof shall expire and terminate on the date specified in such notice which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice this Lease and such term and all rights of Tenant under this Lease shall expire and terminate and the provisions of Section 7(e) shall apply. Nothing in this Section 21 or elsewhere in this Lease shall relieve Landlord of its obligation to notify any Leasehold Mortgagee of the occurrence of an event of default by Tenant.”

b. Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof by summary proceedings, and may bring such actions for damages or equitable relief to which Landlord may be entitled under applicable law or at equity.

Section 22. **Additional Covenants of Tenant.** Tenant covenants and agrees as follows:

a. To keep and maintain the Hotel and the Premises, and each and every part thereof including without limitation the building structure and roof, doors and windows, exterior and interior appearance, gas, electrical, plumbing, HVAC and other building systems, landscaping and hardscaping, and furniture, fixtures, equipment and other personal property, in good order, condition and repair (reasonable wear and

tear excepted).

b. Not to make any illegal use of the Premises; not to cause waste to the Premises.

c. To pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing the provisions of this Lease in the event of any breach or default by Tenant and, in addition, to pay to Landlord a late charge equal to five percent (5%) of each payment of Rent or other amount due hereunder which is not received by Landlord within ten (10) days after the same is due.

Section 23. **No Waiver; No Accord and Satisfaction.** The waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived or modified by Landlord, unless such waiver or modification is in writing and executed on behalf of Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 24. **Time is of the Essence; Force Majeure.** All time limits stated herein are of the essence of this Lease. If either party shall be delayed, hindered in or prevented from the performance of any act required hereunder, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war terrorist acts, or other reason beyond its control (including the act, failure to act or default of the other party), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 25. **Notices.** Any notices to be given pursuant to this Lease shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by facsimile or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to Landlord: City of Burlington  
Attention: Office of the City Attorney  
City Hall  
149 Church St.  
Burlington, VT 05401

with a copy to: Burlington International Airport  
Attention: Director of Aviation  
1200 Airport Drive  
South Burlington, VT 05403

with a copy to: Jeremy Farkas, Esq.  
MSK Attorneys



275 College Street  
P.O. Box 4485  
Burlington, VT 05406-4485  
Telephone No.: (802) 861-7000  
Fax No.: (802) 861-7007  
Email: jfarkas@mskvt.com

If to Tenant: BTV Hotel, LLC  
277 Blair Park Road, Suite 130  
Williston, VT 05495  
Telephone No.: (802) 872-0505  
Fax No.: (802) 872-0707  
Email: dwells@dewcorp.com

with a copy to: Pamela Moreau, Esq.  
D.E.W. Construction Corp.  
277 Blair Park Road, Suite 130  
Williston, VT 05495  
Telephone No.: (802) 872-0505, Ext. 2341  
Fax No.: (802) 872-0707  
Email: pmoreau@dewcorp.com

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by facsimile, when transmission has been electronically confirmed; and (iv) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or "out of office" message.

Section 26. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws.

Section 27. **Partial Invalidity.** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 28. **Holding Over.** If Tenant shall continue in occupancy of the Premises after the expiration or termination of this Lease, such occupancy shall not be deemed to extend or renew the terms of this Lease, but such occupancy shall continue as a tenancy at will from month to month and otherwise upon the covenants, provisions and conditions herein contained, except that Rent shall be doubled. This Section shall not be construed as giving Tenant any right to hold over after any such expiration or termination. In addition, Tenant agrees to pay Landlord's attorney's fees and related costs if Landlord must take legal action to evict or eject Tenant who is holding over or to collect the holdover amount as set forth in this provision.

Section 29. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that

neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

Section 30. **Tenant and Landlord Defined.** The word "Tenant" shall be deemed and taken to mean BTV Hotel, LLC and its successors and permitted assigns. The term "Landlord" as used in this Lease means only the owner for the time being of the Premises, so that, in the event of any sale thereof, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder not theretofore accrued, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Section 33. **Notice of Lease.** The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Lease. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Lease.

Section 34. **Number; Gender.** Wherever the context so requires, the singular and the plural form of words and words of masculine or feminine gender shall, within those respective classifications, be deemed interchangeable.

Section 35. **Captions; Headings.** The captions and section numbers appearing in this Lease are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Lease or have any substantive effect.

Section 36. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may consist of documents which are photocopies, portable document files, facsimile transmissions or similar reproduction methods; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

Section 37. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Lease is to be construed against one party or the other.

Section 38. **Entire Agreement; Amendment.** This Lease and the exhibits hereto and the agreements referenced herein embody the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Lease may not be amended, waived or discharged except by an instrument in writing executed by both parties.

Section 39. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 40. **Commissions and Fees.** The parties hereto warrant and represent to each other that they

have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 41. **Tenant Representations and Warranties.** The Tenant makes the following representations and warranties to and for the benefit of Landlord:

a. Tenant is a Vermont limited liability company, validly existing and in good standing under the laws of the State of Vermont and has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Lease and any instruments and agreements contemplated herein. Donald E. Wells is a member of Tenant, and he exercises managerial control over Tenant. Tenant has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

b. The consummation of the transaction contemplated by this Lease will not violate or be in conflict with any provision of Tenant's governing documents, or any other agreement or instrument to which Tenant is a party or by which Tenant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Tenant.

c. This Lease constitutes the legal, valid and binding obligation of Tenant in accordance with its terms. No consent or approval of any trustee or holder of any indebtedness of the Tenant, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

d. No information, exhibit or report furnished to the Landlord by the Tenant in connection with the negotiation of this Lease knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 42. **No Partnership.** The parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the parties; each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

Section 43. **No Third Party Rights.** This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successor and assigns, and except as otherwise expressly set forth herein, no other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 44. **Additional Development Opportunities.** Landlord agrees that if, during the Term, it desires to develop another hotel at the Airport, it shall first negotiate and discuss such project with Tenant and Tenant's principals before issuing a request for proposals or otherwise negotiating with third parties to develop the project. Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity at the Airport.

*One Signature Page Follows*

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their duly authorized agents, do hereby execute this Lease as of the date first set forth above.

IN PRESENCE OF:

LANDLORD

City of Burlington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ and Authorized Agent of the City of Burlington.

Before me, \_\_\_\_\_  
Notary Public State of Vermont  
My commission expires: 1.31.25

TENANT

BTV Hotel, LLC

By: \_\_\_\_\_  
Name: Donald E. Wells  
Title: Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on \_\_\_\_\_, 20\_\_ by Donald E. Wells as Authorized Agent of BTV Hotel, LLC.

Before me, \_\_\_\_\_  
Notary Public State of Vermont  
My commission expires: 1.31.25

**EXHIBIT A**

**SITE PLAN**

*Attached*

**EXHIBIT B**

**AUTHORIZED REPRESENTATIVES**

## EXHIBIT C

### LEASE GUARANTY

This Lease Guaranty ("Guaranty"), dated as of \_\_\_\_\_, is made by **Donald E. Wells and Colwen Management, Inc.**, a New Hampshire corporation (joint and severally, the "Guarantor") for the benefit of the **City of Burlington**, a Vermont municipal corporation located in Chittenden County ("Landlord").

WHEREAS, Guarantor are members and managers of BTV Hotel, LLC, a Vermont limited liability company (the "Tenant"); and

WHEREAS, Tenant desires to lease from Landlord a portion of the land operated as the Burlington International Airport in South Burlington, Vermont (the "Premises", as more particularly described in the Lease) for the purpose of developing and constructing a hotel thereon (the "Hotel", as more particularly described in the Lease), and Landlord and Tenant have negotiated a lease for the Premises (the "Lease"; capitalized terms used herein and not defined shall have the meanings given in the Lease); and

WHEREAS, Landlord will only enter into the Lease on the condition that Guarantor agrees to guaranty (a) Tenant's payment of rent under the Lease, (b) the performance of Tenant's obligations with respect to the construction of the Hotel, and (c) the performance of all other terms, conditions, obligations and liabilities set forth in the Lease in the event of fraud, misapplication of funds, unauthorized transfers of the Premises, or bankruptcy filings (collectively, the "Guaranteed Obligations").

NOW THEREFORE, in consideration of Landlord's execution of the Lease, and for other good, valuable, and sufficient consideration, the receipt of which Guarantor hereby acknowledges, Guarantor hereby agrees to the following:

1. Guarantor, by this instrument, absolutely and unconditionally guarantees to Landlord Tenant's due and punctual payment, performance, and fulfillment of the Guaranteed Obligations throughout the Term of the Lease. For the sake of clarity, the Guaranteed Obligations include:

a. Tenant's full and punctual payment of all rent under the Lease, including without limitation Rent, additional rent, and all other sums, fees or charges due and payable by Tenant to Landlord under the Lease for any reason; and

b. Tenant's complete, faithful and punctual performance of its obligations with respect to the construction of the Hotel, including without limitation Tenant's obligations under Section 4 of the Lease; and

c. All obligations and liabilities of Tenant under the Lease to the extent arising from or in connection with (i) any fraud or material misrepresentation by Tenant or Guarantor in connection with the Lease, or (ii) any petition or proceeding for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by Tenant (or if any such petition or proceeding was not so filed by Tenant, but Tenant, or Guarantor or their respective agents, affiliates, officers or employees consented to, acquiesced in, arranged or otherwise participated in bringing about the institution of such petition or proceeding); and

d. Guaranteed Obligations shall also include and Guarantor shall also be liable for, and shall indemnify, defend and hold Landlord, its successors and assigns, and their respective shareholders, employees, officers, directors, and agents (each an "Indemnified Party") harmless from and against, any and all loss, cost, expense, damage, claim or other obligation (including, without limitation, reasonable



attorney's fees and costs of defense) incurred or suffered by Landlord and arising out of or in connection with the matters listed in subsections (d)(i) through (v) below.

- i. Tenant's failure to obtain Landlord's prior written consent to any assignment or subletting of the Lease;
- ii. The misapplication by Tenant, its agents, affiliates, officers or employees of any parking revenues or Gross Revenues in violation of the Lease;
- iii. the gross negligence or willful misconduct of Tenant, its agents, affiliates, officers or employees which causes or results in a material diminution, or material loss of value, of the Hotel or the Premises that is not reimbursed by insurance or which gross negligence or willful misconduct exposes Landlord to claims, liability or costs of defense in any litigation or other legal proceeding;
- iv. the seizure or forfeiture of the Hotel or the Premises, or any portion thereof, or Landlord's interest therein, resulting from criminal wrongdoing by Tenant, its agents, affiliates, officers or employees; and
- v. waste to the Hotel or the Premises caused by the acts or omissions of Tenant, its agents, affiliates, officers, employees or contractors; or the removal or disposal of any portion of the Hotel or the Premises after an Event of Default to the extent such is not replaced by Tenant with like property of equivalent value, function and design.

2. This Guaranty shall operate as a continuing and absolute guaranty of the Guaranteed Obligations, and shall remain in full force and effect throughout the Term of the Lease, provided that the Guaranteed Obligations established and described in Section 1(a) shall terminate at such time as Tenant shall have demonstrated to Landlord's reasonable satisfaction that over a period of twenty seven (27) consecutive months (a) Tenant shall have achieved a Debt Service Coverage ratio of at least 1.10 to 1 from Hotel operations and (b) Tenant shall not have defaulted in its obligations under the Lease. For purposes of this Guaranty: (i) "Debt Service Coverage " is defined as Net Income of the Tenant divided by Total Debt Service of the Tenant; "Net Income" is defined as earnings of Tenant before interest and taxes from continuing operations, plus depreciation and interest expense, less replacement reserves; and (iii) "Total Debt Service" is defined as all of Tenant's scheduled payments of all principal and interest at the interest rate(s) in effect on all indebtedness and all capital leases of Tenant.

3. After and during the occurrence of an Event of Default (as defined in the Lease) that constitutes or relates to a Guaranteed Obligation, Landlord, at its election may immediately or any time thereafter, seek performance of the Guaranteed Obligations from the Guarantor. Guarantor waives all requirements of notice, demand, presentment, protest, and notice of acceptance of this Guaranty. Guarantor waives any rights that Guarantor might otherwise have to require Landlord first to proceed against the Tenant, as "tenant", or first to realize on any security held by Landlord before proceeding against the Guarantor for the enforcement of its guaranty of the Guaranteed Obligations. This is a guaranty of performance of the Guaranteed Obligations, and not of collection; it is one of active performance and not one of suretyship for damages or otherwise. Without limiting the foregoing, the Guarantor agrees that this Guaranty shall be directly enforceable against Guarantor without first seeking enforcement against the Tenant or exhausting remedies against it, and that suit may be commenced against Guarantor without commencing suit against Tenant and without joining the Tenant or any other person as a defendant.

4. Guarantor agrees that this Guaranty shall not be affected by any modification of the Lease or by any delay, neglect, or failure of Landlord to take any action against Tenant. Guarantor agrees that it shall

be and remain bound by this Guaranty irrespective of any such delay, neglect, omission, extension, or modification by Landlord.

5. Failure of Landlord in any one instance to make any election, give any notice of default, or otherwise to proceed against Guarantor for any failure to perform the Guaranteed Obligations shall not constitute a waiver of Landlord's right to proceed against Guarantor in respect to any or all other defaults by Tenant or Guarantor, and shall in no way terminate or affect the validity of this Guaranty.

6. If for any reason Tenant dissolves or has or shall have no legal existence, or is or shall be under no legal obligation to pay, discharge or perform any of the Guaranteed Obligations or if all or any part of the Guaranteed Obligations shall have become unrecoverable from Tenant, Guarantor shall nonetheless be and remain bound by this Guaranty. Guarantor has unconditionally delivered this Guaranty to Landlord, and acknowledge and agrees that Guarantor is liable with Tenant for the performance of the Guaranteed Obligations, subject to the provisions herein.

7. The liability of the Guarantor shall not be extinguished by reason of any extensions, renewals, amendments, indulgences, or modifications of the Lease, whether or not notice thereof is given to Guarantor. Guarantor agrees that it shall have no rights or indemnification or subrogation against Tenant and agrees that Guarantor shall subordinate its rights of recourse against Tenant by reason of any indebtedness or sums due to Guarantor unless and until the Guaranteed Obligations are performed to the reasonable satisfaction of Landlord. Guarantor agrees that it shall not assert any claim which it has or may have against Tenant, including any claims under this Guaranty, until the Guaranteed Obligations are fully satisfied and discharged. The liability of Guarantor is co-extensive with that of Tenant and is also joint and several with Tenant. In addition, if there is more than one Guarantor then their obligations are and shall be joint and several with one another.

8. This instrument, and all rights and remedies of the parties, shall be determined by the laws of the State of Vermont (other than its rules governing choice or conflicts of laws). Each party signing this Guaranty submits to personal jurisdiction of the courts of the State of Vermont and waives any and all rights to object to such jurisdiction. No portion of this Guaranty may be amended or waived except in writing signed by Landlord and Guarantor. The terms and conditions of this Guaranty constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, with respect thereto. The invalidity of any provisions of this Guaranty shall in no way affect the validity of any other provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person, persons, entity or entities may require. The terms "herein", "hereof" or "hereunder" or similar terms used in this Guaranty refer to this entire Guaranty and not only to the particular provision in which the term is used.

9. This Guaranty shall inure to the benefit of Landlord, and its successors and assigns, and shall be binding upon Guarantor, and its legal representatives, heirs, successors and assigns. In any action to enforce the terms and provisions of this Guaranty, the substantially prevailing party shall be entitled to have all costs and fees incurred in connection with such action, including but not limited to reasonable attorney's fees, paid by the non-prevailing party.

10. Any demand, notice or request by either party to the other shall be deemed to have been properly given when deposited in the United States mails, registered or certified mail, return receipt requested, or sent by reputable overnight courier, addressed as follows, or to such address as either party may state to the other in a notice delivered by the aforesaid method:

If to Landlord: City of Burlington

Attention: Office of the City Attorney  
City Hall  
149 Church St.  
Burlington, VT 05401

with a copy to: Burlington International Airport  
Attention: Director of Aviation  
1200 Airport Drive  
South Burlington, VT 05403

With a copy to: Jeremy Farkas, Esq.  
MSK Attorneys  
275 College Street  
Burlington, VT 05401

If to Guarantor: Donald E. Wells  
277 Blair Park Road, Suite 130  
Williston, VT 05495  
Telephone No.: (802) 872-0505  
Fax No.: (802) 872-0707  
Email: dwells@dewcorp.com

Colwen Management, Inc.  
230 Commerce Way, Suite 200  
Portsmouth, NH, 03801

With a copy to: Pamela Moreau, Esq.  
D.E.W. Construction Corp.  
277 Blair Park Road, Suite 130  
Williston, VT 05495  
Telephone No.: (802) 872-0505, Ext. 2341  
Fax No.: (802) 872-0707  
Email: pmoreau@dewcorp.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

11. Upon the rejection or disaffirmance of the Lease by Tenant or by Tenant's trustee in bankruptcy pursuant to applicable bankruptcy law or any other law affecting creditors' rights, Guarantor shall and do hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of Tenant under the Lease as if: (a) Guarantor was originally named as "tenant" thereunder; and (b) there has been no rejection or disaffirmance. Guarantor shall confirm such assumption in writing at the request of Landlord upon or after such rejection or disaffirmance, and Guarantor shall upon such assumption (to the extent permitted by law) have all the rights of Tenant as "tenant" under the Lease.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of the date appearing in the introductory paragraph of this Guaranty.

Witness:

Guarantor:

\_\_\_\_\_

\_\_\_\_\_  
Donald E. Wells

Colwen Management, Inc., a New Hampshire  
corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT D

### REQUIRED FEDERAL PROVISIONS

I. The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor). This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

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

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

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

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

# Community Infrastructure Projects

## Vibrant Community & Civic Infrastructure throughout the City

- City of Burlington awarded \$27MM American Rescue Plan Act (ARPA) Funding
- Citywide survey to solicit feedback on community priorities for ARPA: Community Gathering Spaces to accommodate music, art, food and more identified as top priority by BIPOC respondents
- City Council approved \$2MM in ARPA funds to be used towards the goal creating and supporting community infrastructure
- City has identified 5 projects spread throughout the City and in qualified census tracts; 3 investments in public parks; 2 new indoor community rooms





New North Branch Library Upgrades  
\$50,000

Redstone Cottage Community Room  
\$250,000

Roosevelt Park Pavilion  
\$250,000

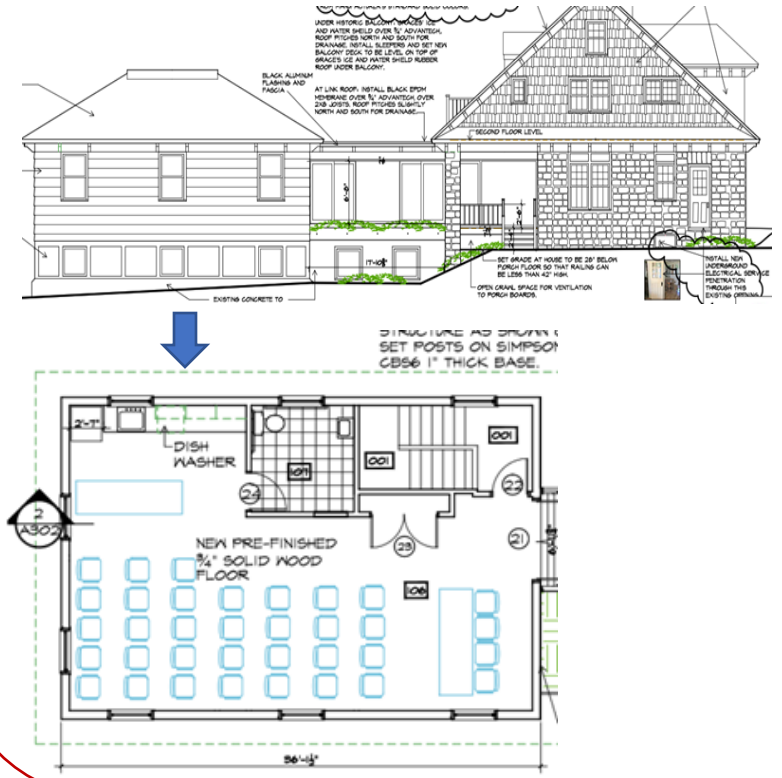
Waterworks Park / Moran Frame Amenities  
\$600,000

City Hall Park Kiosk  
\$300,000

405 Pine Community Room w/Kitchen  
\$500,000



Redstone Cottage Community Room



405 Pine St. Community Room



Waterworks Park / Moran Frame



New North Branch Library Upgrades

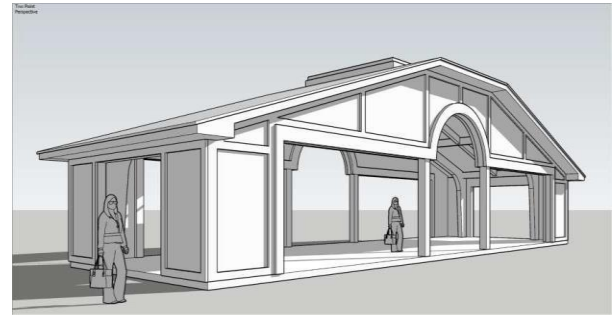


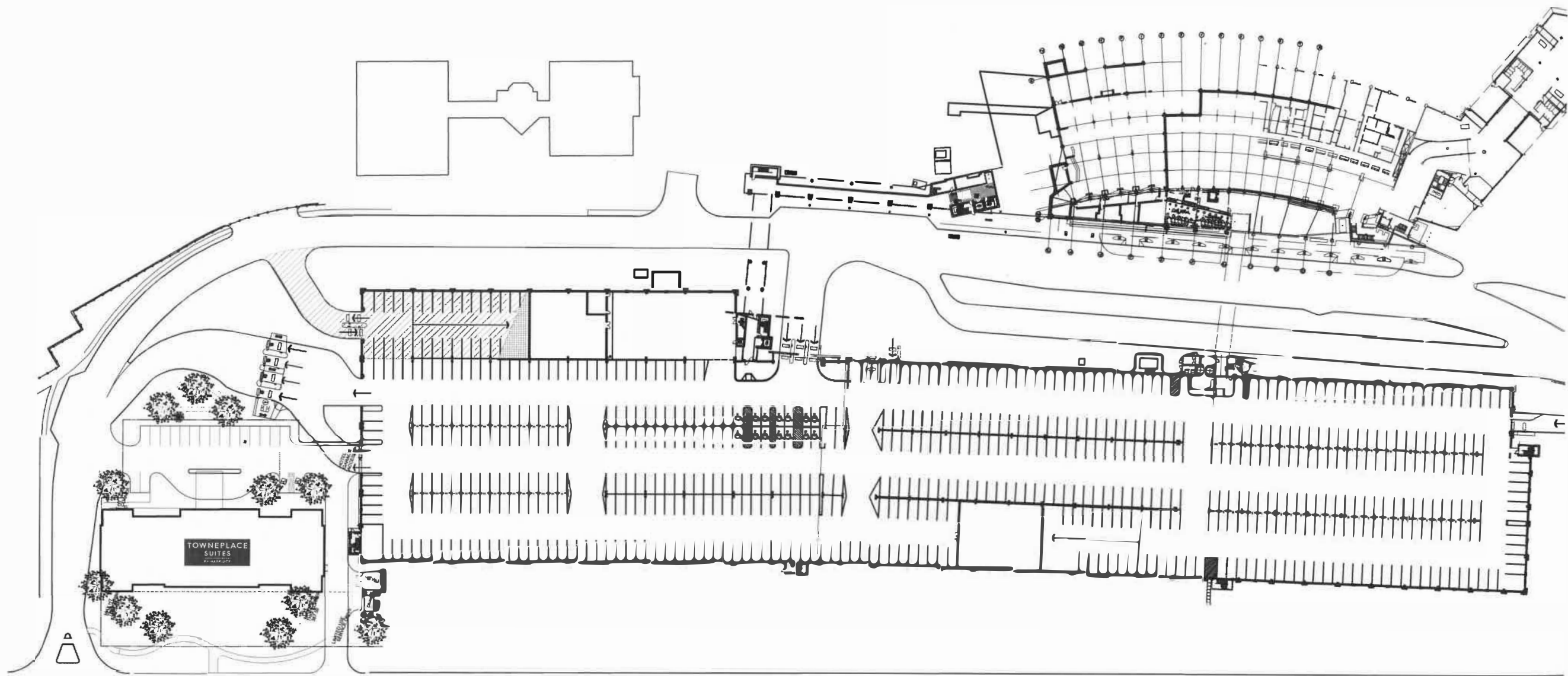
City Hall Park Kiosk



Roosevelt Park Pavilion

Example: pavilion



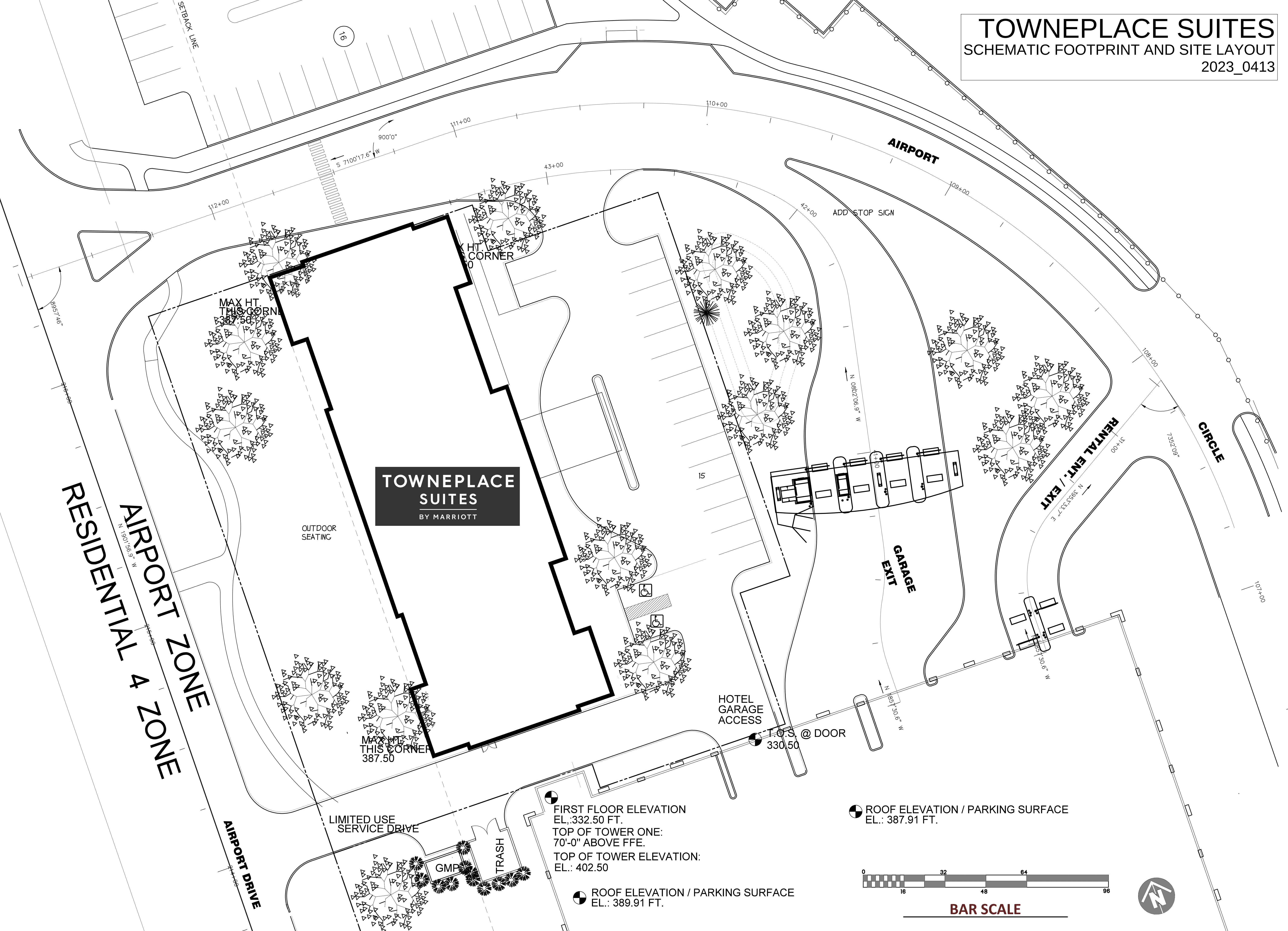


PROPOSED LEVEL 1  
1" = 90'-0"

**BTV AIRPORT**  
*Hotel and Parking Garage*



TOWNEPLACE SUITES  
SCHEMATIC FOOTPRINT AND SITE LAYOUT  
2023\_0413



RESIDENTIAL 4 ZONE

AIRPORT ZONE

AIRPORT DRIVE

AIRPORT

CIRCLE

TOWNEPLACE SUITES  
BY MARRIOTT

OUTDOOR SEATING

ADD STOP SIGN

GARAGE EXIT

HOTEL GARAGE ACCESS

LIMITED USE SERVICE DRIVE

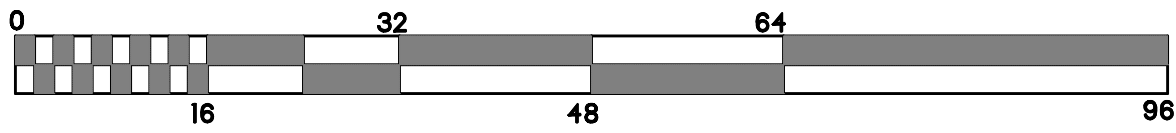
GMP

TRASH

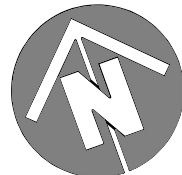
FIRST FLOOR ELEVATION  
EL.: 332.50 FT.  
TOP OF TOWER ONE:  
70'-0" ABOVE FFE.  
TOP OF TOWER ELEVATION:  
EL.: 402.50

ROOF ELEVATION / PARKING SURFACE  
EL.: 389.91 FT.

ROOF ELEVATION / PARKING SURFACE  
EL.: 387.91 FT.



BAR SCALE





TOWNEPLACE SUITES  
SCHEMATIC RENDERING  
2023\_0413



\* BUILDING HEIGHT ~55'-6" +/-  
\* GARAGE HEIGHT ~56'-4" +/-



## BURLINGTON INTERNATIONAL AIRPORT

---

To: Burlington City Council

From: Nicolas Longo C.M. Director of Aviation

Date: April 17, 2023

Subject: Airport Strategic Evolution Through Reorganization

---

As presented in the accompanying documentation and affiliated memorandum, I respectfully request that the Board of Finance (BOF) and City Council (CC) approve the following strategic evolution through reorganization of the Burlington International Airport (BTV).

### **Reorganization: Guiding Principles and Goals**

Burlington International Airport is embarking on an industry evolution in which we must maintain our competitiveness in the job market as well as always maximize our safety, security, and customer experience in every aspect that we manage every day. Our “list” of customers is evolving as we continue into this next year, and our opportunities are growing to new heights. This resulting increase in responsibilities include:

- Introduction of an additional 30,000 square feet of facilities combining our security checkpoints as well as millions of dollars of renovations to an existing almost 70-year-old terminal building – this new building opened last year.
- Design and construction of an additional 20,000 square foot wing of the existing terminal facility currently in development and future terminal designs being implemented over the next 7 years.
- Historic capital planning associated with additional square footage layout changes and renovations to an outdated terminal building necessary to accommodate increasingly larger and more efficient aircraft; our current 5-year capital program consists of over \$170 Million in estimated project costs with a small leadership team managing these extensive initiatives
- Additional surfaces to inspect and maintain on the airfield, including approximately 350,000 square feet of additional pavement areas built this past year to maintain, paint, and properly sign on our most vital assets: the runway’s, taxiways, and aircraft ramp spaces.

*The Burlington International Airport, City of Burlington is an Equal Opportunity Employer*

- Increasing growth of aeronautical buildings including the addition of multiple tenants, most notably Beta Technologies.

These generalized increases in responsibilities require additional growth of the airport team as well. While the short list above is some of our highly prioritized goals, the fact that BTV is growing and more complex than ever before in its over 100-year history is a testament to the success of this body and organization. BTV Airport has typically ranked by number of operations approximately in the middle compared to all northeast airports operations (takeoffs, landings, aircraft movement). However, over the past two years, this number has now surpassed all other airports in New England, outside of Boston-Logan International Airport, surpassing 100,000 annual operations.

BTV's reorganization has been designed to generate organizational collaboration and the facilitation of information throughout the organization. The reorganization's guiding principles have been to right size the organization top to bottom to reflect the growth of BTV, expand the levels of management to provide appropriate front line employee support as well as growth opportunities, and generate airport working groups in a manner related to the area of the airport they serve, while allowing for collaboration and closed loop communication.

The related key goals include:

- Provide a safe and reliable transportation experience and working environment;
- Enhance organizational communication: providing greater alignment and collaboration among the Airport and Stakeholders;
- Improve organizational efficiency and create four primary airport pillar areas, while developing a flexible workforce that is collaborative, and;
- Seek sustainability measures through leveraging advanced technology to offset carbon emissions, inclusive of our capital projects

For several years, BTV's organizational structure has been flat with seven directors reporting to the Director of Aviation, with direct employees being grouped by task type:

- (1) Ground Transportation;
- (2) Engineering and Environmental Compliance;
- (3) Finance;
- (4) Operations;
- (5) Maintenance;
- (6) Administration, and;
- (7) Marketing.

Alternatively, rather than employees being grouped by task style, in this reorganization, a collaborative approach to serve the four primary pillar areas of the airport is utilized:

- (1) Operations;
- (2) Airfield;
- (3) Properties, and;
- (4) Customer Experience.

Each pillar is served by one manager, with the managers of operations and airfield reporting to the Deputy Director of Aviation for Operations, and the managers of properties and customer experience reporting to the Deputy Director of Aviation for Administration.

Additionally, as the three leadership departments of (1) finance, (2) innovation and marketing, and (3) planning, engineering and sustainability intersect with each of the primary airport pillars, they will remain as direct reports to the Director of Aviation, with the understanding of collaboration between both Deputy Directors and their respective reporting managers.

This area of service approach considers the evolution that has taken place and continues to occur in the commercial aviation airport sector and specifically this airport. The proposed reorganization breaks down the silos of departmental task type that have developed among the seven management groups and will allow BTV to most effectively achieve the above-listed key goals.

### **Reorganization: Four Primary Airport Pillars**

By each pillar department having a designated manager, greater front-line expertise based support can be provided, which in turn provides greater safety and security management and tenant and customer service abilities that are part of the basis of this reorganization's primary goals. This is a result of segmentation by general task group being forgone, which previously included the operations department (7 employees), maintenance department (18 employees, with 5 sub-departments) and the ground transportation department (18 employees), covering greater areas of the airport, disallowing for cross departmental support, or job advancement.

#### **Operations Department:**

- Skill Set: Master of knowledge pertaining to Federal regulations specific to airport operations and security. This department is an essential function of our airport helping to uphold the Airport's Federal Aviation Administration Operating certificate.
- Responsibility: Monitoring for, reporting observed, and escalating safety and security concerns to be addressed, primarily by the Airfield Department, whose responsibility is to maintain and care for the airfield to the highest standard to uphold a safe and secure environment for all aircraft activity.

#### **Airfield Department -:**

- Skill Set: Masters of knowledge pertaining to caring for and maintaining all airfield surfaces to uphold the Airport's operating certificate.
- Responsibility: Maintain and care for the airfield to the highest standard to uphold a safe and secure environment for all aircraft activity, addressing violations and concerns generally observed by Airport Operations. This proposed

Reorganization also includes the addition of one Maintenance Worker II within the Airfield department.

**Properties Department:**

- Skill Set: Masters of knowledge pertaining to caring for and maintaining airport properties to uphold Part 1542 Airport safety and security compliance, mitigate general liability and maintain amenities to provide a high level of customer service for travelers and tenants.
- Responsibility: Maintain and care for all airport properties to the highest standard to uphold a safe and secure environment for all tenants and visitors, addressing general maintenance items and safety and security items generally observed and reported by Airport customer service providers and tenants.

**Customer Experience Department:**

- Skill Set: Masters of knowledge pertaining to providing excellent customer service through the airport terminal and parking garage and upholding Part 1542 Airport safety and security compliance by way of security services.
- Responsibility: Monitoring for, reporting observed, and escalating safety and security concerns, while providing customer service, to be addressed primarily by the Properties Department, whose responsibility is to maintain and care for all airport properties to the highest standard to uphold a safe and secure environment for all tenants and visitors, addressing general maintenance items and safety and security items.

**Summary of Proposed Changes**

The attached organizational chart (Appendix B) and below exhibits entail all of the proposed reorganization changes, this is also detailed in Appendix C, Table of Proposed Changes for every position at the airport.

- Reporting Change Only: 16 positions, impacting 44 positions – these union positions would now report directly to a new manager role within each department.
- Job Change or Reclassification: 2 positions, impacting the Director of Planning Engineering and Sustainability and the Deputy Director of Aviation Administration
- New Positions: 8 positions; 1 New Director position (Director of Innovation), 4 new non-union manager roles, 2 support staff roles (Associate Engineer and Executive Assistant) and 1 new Maintenance position.



- Eliminated Positions, Vacant Positions: 3 positions; all of these positions are vacant including the Director of Ground Transportation, Director of Maintenance, and Quick Turn Around (QTA) Manager.

#### **Exhibit A: Proposed changes**

|                               | <b>Pre-Reorganization</b> | <b>Post-Reorganization</b> | <b># Change</b> |
|-------------------------------|---------------------------|----------------------------|-----------------|
| <b>Support Staff/Managers</b> | 5                         | 10                         | +5              |
| <b>Leadership</b>             | 7                         | 6                          | -1              |
| <b>Total</b>                  | 12                        | 16                         | +4              |

The balance of jobs reflects the reorganization's guiding principles to expand the levels of management to provide appropriate front line employee support as well as growth opportunities within the organization.

#### **Adjustments to Position Pay Scales**

#### **Exhibit B: Financial Impact Through Reorganization**

|                            | <b>Pre-Reorg Budget</b> | <b>Post-Reorg Budget</b> | <b>% Change</b>                  |
|----------------------------|-------------------------|--------------------------|----------------------------------|
| <b>Union Staff</b>         | \$2,328,508             | \$2,602,279              | 11%*                             |
| <b>Non-Union Staff</b>     | \$302,285               | \$437,606                | 45% **                           |
| <b>Leadership</b>          | \$782,800               | \$687,107                | (-12%)                           |
| <b>Total Salary Budget</b> | \$3,413,593             | \$3,726,992              | 9% or \$313,399<br>Annual budget |

**This increase is a 1.4% increase over the total airport operating expenditure budget**

\*Includes the addition of 5 positions eligible for Union membership (Two Office Assistants, Finance and Admin Assistant, Executive Assistant and Maintenance Worker II)

\*\*Includes addition of 5 new positions (4 new Division Managers and an Engineering Assistant)

Due to the changes with specific job description, there are two reclassifications, Director of Planning, Engineering and Sustainability and the Deputy Director of Aviation Administration.

#### **Financial Adjustments:**

In our current fiscal year (FY) 2023, there will be no budget amendments required to start accomplishing the goals of hiring these new positions immediately due to savings related to current vacant positions. The overall increase of \$313,399 will be identified in the Airport's proposed Fiscal Year 2024 budget effective July 1, 2023. The responsible growth of our Fiscal budget for next year has been analyzed to verify this increase in the budget is sustainable to the airport, next year and beyond. We have discussed these positive changes with various business partners, most notably our airline partners, to incorporate how this increase is calculated within current contractual methodologies. The

airlines concur with these organizational changes and view this minor increase of 1.4% as a reasonable cost increase when calculating rates across the airport. This methodology allows this small increase to be calculated in a terminal rental rate and airfield landing fee that would continue the Airport's financially self-sustaining budget. We are currently projecting these rates to be consistent with existing rate structures without impacting our expenditure needs, inclusive of this reorganization. Furthermore, the airport's revenue recovery is continuing to hit record numbers, compared to pre-pandemic years. For example, our landing revenues are now greater than February 2020 (pre-pandemic) revenues, while our passenger statistics are only 88% of Calendar Year 2019, which is currently the busiest passenger year since 2010. This calendar year, we continue to forecast numbers consistent with 2019 passengers, close to 700,000 outbound passengers.

Again, there will not be a budget amendment required for the remainder of FY2023 and the FY2024 budget and beyond will incorporate this small change.

**Conclusion:**

This proposed reorganization is critical to BTV as it continues the transformation of culture and into a right sized Airport for the region that we serve. These proposed changes, represent a significant step forward in BTV's exciting new chapter of transformation. Through every phase of this reorganization, safety and customer service will remain at our core. We respectfully ask for the Board of Finance and City Council's approval of this transformation.

Thank you for your consideration.

**Proposed Motion:**

*To recommend that City Council approve the:*

- *Reclassification and job description change of the Deputy Director of Aviation—Administration, a Regular, Full-time, Exempt, Non-Union, Grade 23 position, to a Regular, Full-time, Exempt, Non-Union, Grade 24, position in the Burlington International Airport, as further detailed in Appendix D.*
- *Reclassification, retitling, and job description change of the Director of Engineering and Environmental Compliance, a Regular, Full-time, Exempt, Non-Union, Grade 21 position, to the Director of Planning, Engineering, and Sustainability, a Regular, Full-time, Exempt, Non-Union, Grade 26, position in the Burlington International Airport, as further detailed in Appendix D.*
- *Job description change of the Deputy Director of Aviation—Operations, a Regular, Full-time, Exempt, Non-Union, Grade MF, position in the Burlington International Airport.*
- *Retitling of the Financial Advisor, a Regular, Full-time, Exempt, Non-Union, Grade 26, to the Director of Finance, a Regular, Full-time, Exempt, Non-Union, Grade 26 position in the Burlington International Airport.*
- *Creation of a Director of Innovation and Marketing, a Regular, Full-time, Exempt, Non-Union, Grade 25, position in the Burlington International Airport.*

- *Creation of an Executive Assistant to the Director of Aviation, a Regular, Full-time, Non-Exempt, AFSCME, Grade 13, position in the Burlington International Airport.*
- *Creation of an Associate Airport Engineer, a Regular, Full-time, Exempt, Non-Union, Grade 19, position in the Burlington International Airport.*
- *Creation of a Customer Experience Manager, a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Burlington International Airport.*
- *Creation of a Properties Manager, a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Burlington International Airport.*
- *Creation of an Operations Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21, position in the Burlington International Airport.*
- *Creation of an Airfield Manager, a Regular, Full-time, Exempt, Non-Union, Grade 21, position in the Burlington International Airport.*
- *Creation of a Maintenance Worker II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, position in the Burlington International Airport.*
- *Removal of a currently vacant Director of Maintenance, a Regular, Full-time, Exempt, Non-Union, Grade MF, position in the Burlington International Airport.*
- *Removal of a currently vacant Director of Ground Transportation, a Regular, Full-time, Exempt, Non-Union, Grade MF, position in the Burlington International Airport.*
- *Removal of a currently vacant QTA Manager, a Regular, Full-time, Exempt, Non-Union, Grade 18, position in the Burlington International Airport.*
- *Reorganization of the reporting structure for a Working Foreman Landside, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, position in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for an Airport Working Foreman (Facilities), a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, position in the Burlington International Airport, reporting to the Properties Manager, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for two (2) Working Foreman (Ground Transportation), Regular, Full-time, Non-Exempt, AFSCME, Grade 16, positions in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for an Airport Operations Foreman, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, position in the Burlington International Airport, reporting to the Operations Manager, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for a Working Foreman (Airfield), a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for a Working Foreman (Vehicle), a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for a Marketing Assistant, a Regular, Full-time, Exempt, Non-Union, Grade 15, position in the Burlington International Airport, reporting to the Director of Innovation and Marketing, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for an Office Assistant II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 12, position in the Burlington International Airport,*

- reporting to the Director of Innovation and Marketing, as further detailed in Appendices B and C.*
- *Reorganization of the reporting structure for an Electrician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C.*
  - *Reorganization of the reporting structure for a Working Foreman Electrician, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, position in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C.*
  - *Reorganization of the reporting structure for two (2) Equipment Maintenance Technicians, Regular, Full-time, Non-Exempt, AFSCME, Grade 16, positions in the Burlington International Airport, reporting to the Airfield Manager, as further detailed in Appendices B and C.*
  - *Reorganization of the reporting structure for ten (10) Maintenance Workers, Regular, Full-time, Non-Exempt, AFSCME, Grade 14, positions in the Burlington International Airport, five reporting to the Properties Manager; two reporting to the Customer Experience Manager; and three reporting to the Airfield Manager, as further detailed in Appendices B and C.*
  - *Reorganization of the reporting structure for six (6) Operations Specialists, Regular, Full-time, Non-Exempt, AFSCME, Grade 16, positions in the Burlington International Airport, reporting to the Operations Manager, as further detailed in Appendices B and C.*
  - *Reorganization of the reporting structure for eleven (11) Airport Ambassadors, Regular, Full-time, AFSCME, Grade 9, positions in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C.*
  - *Reorganization of the reporting structure for four (4) Airport Ambassadors, Regular, Part-time, AFSCME, Grade 9, positions in the Burlington International Airport, reporting to the Customer Experience Manager, as further detailed in Appendices B and C.*

### **List of Appendices**

Appendix A: Pre- and Post-Reorganization Depiction of Leadership Departments

Appendix B: Proposed Organization Chart

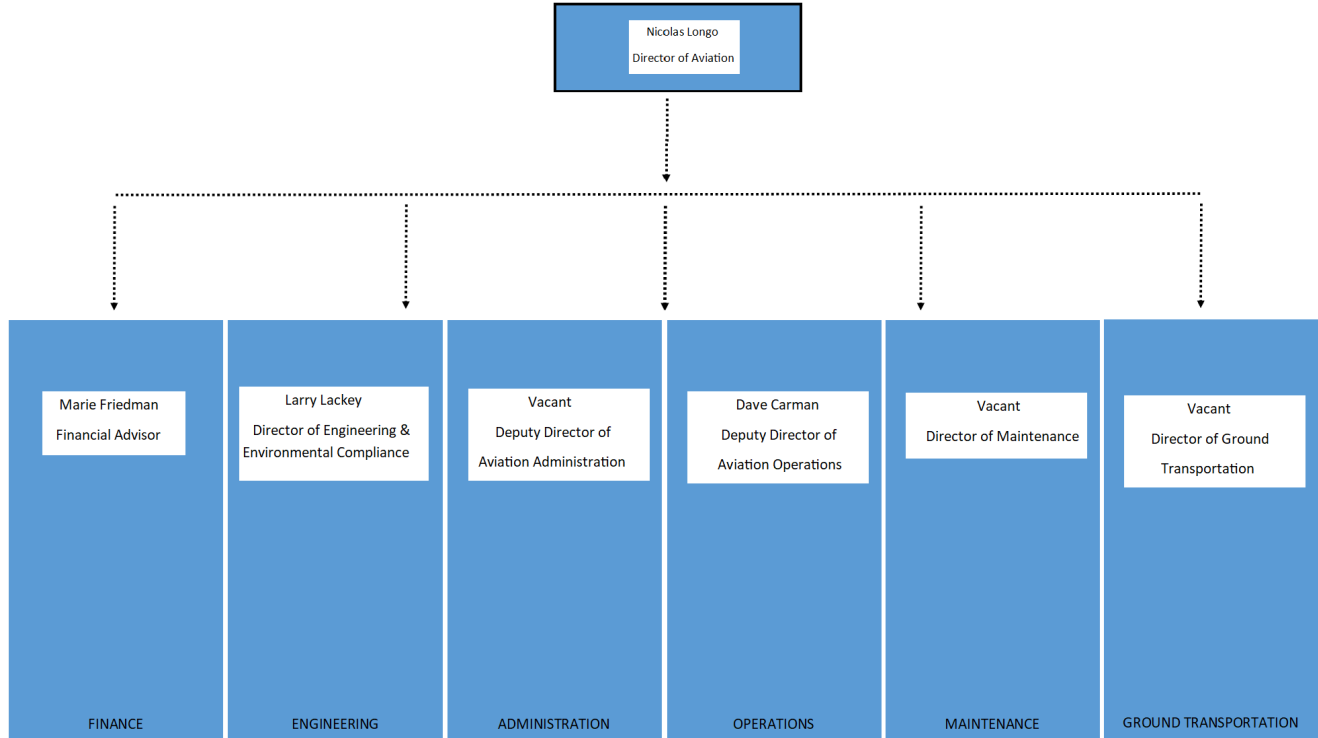
Appendix C: Table of Proposed Changes

Appendix D: Job Descriptions

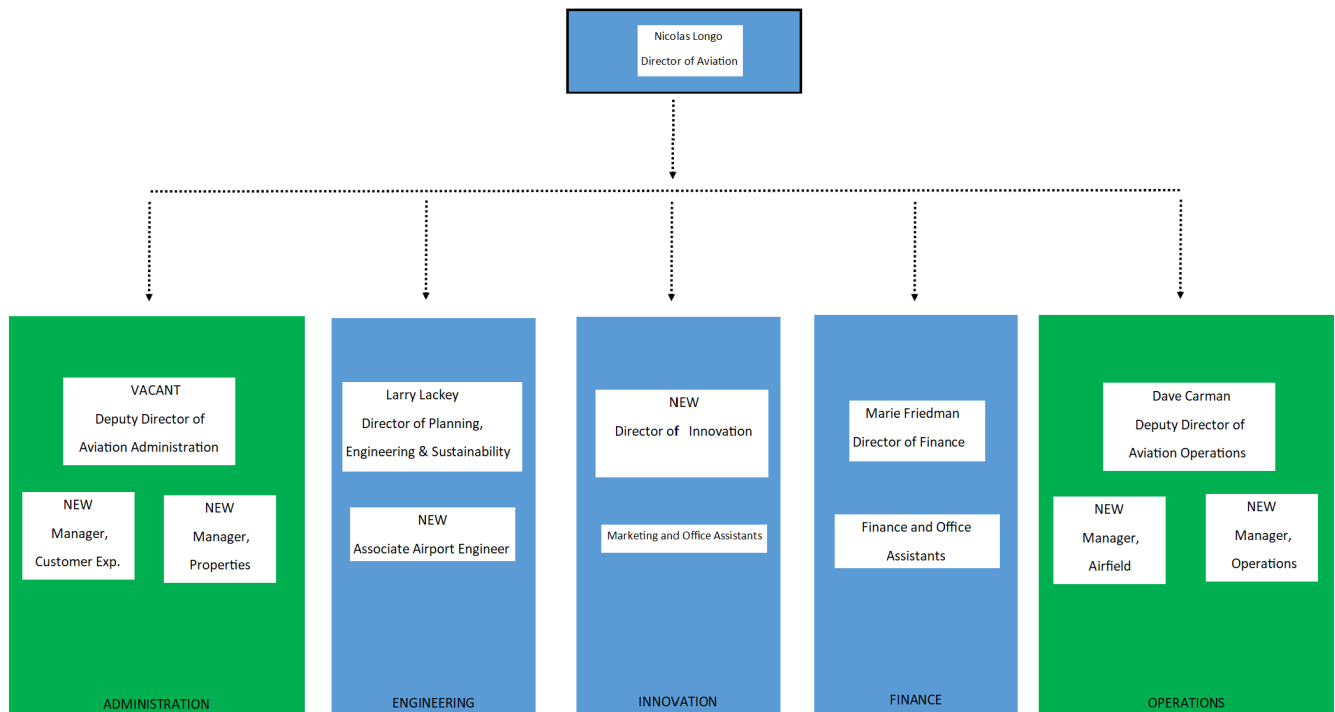
## Appendix A

### Pre- and Post-Reorganization Depiction of Leadership Departments

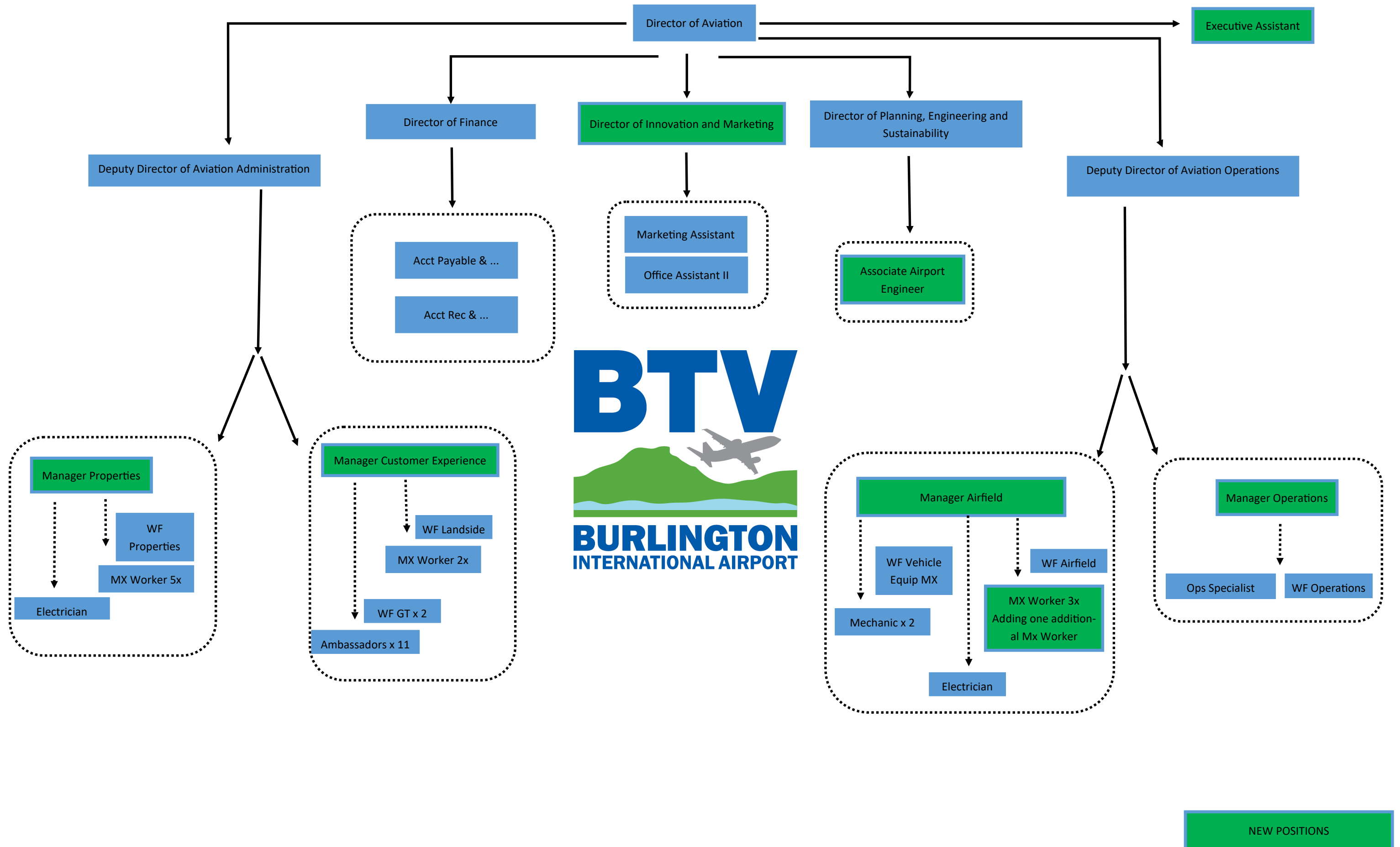
#### Pre-Reorganization



#### After Reorganization



**Appendix B**  
**Proposed Organization Chart**



**Appendix C**  
**Table of Proposed Changes**



## APPENDIX C

[illegible]

| Action Proposed       | Current Job Position  | New Job Title | Current Grade | Current salary          | New Grade | New Salary |
|-----------------------|-----------------------|---------------|---------------|-------------------------|-----------|------------|
| Reporting Change Only | Maintenance Worker    | -             | 14            | \$52,942 - \$62,992     | \$        | -          |
| Reporting Change Only | Maintenance Worker    | -             | 14            | \$52,942 - \$62,992     | \$        | -          |
| Reporting Change Only | Operations Specialist | -             | 16            | \$59,761 - \$71,173     | \$        | -          |
| Reporting Change Only | Operations Specialist | -             | 16            | \$59,761 - \$71,173     | \$        | -          |
| Reporting Change Only | Operations Specialist | -             | 16            | \$59,761 - \$71,173     | \$        | -          |
| Reporting Change Only | Operations Specialist | -             | 16            | \$59,761 - \$71,173     | \$        | -          |
| Reporting Change Only | Operations Specialist | -             | 16            | \$59,761 - \$71,173     | \$        | -          |
| Reporting Change Only | Operations Specialist | -             | 16            | \$59,761 - \$71,173     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador            | -             | 9             | \$41,457 - \$49,209     | \$        | -          |
| Reporting Change Only | Ambassador - PT       | -             | 9             | \$19.93/hr - \$23.66/hr | \$        | -          |
| Reporting Change Only | Ambassador - PT       | -             | 9             | \$19.93/hr - \$23.66/hr | \$        | -          |
| Reporting Change Only | Ambassador - PT       | -             | 9             | \$19.93/hr - \$23.66/hr | \$        | -          |
| Reporting Change Only | Ambassador - PT       | -             | 9             | \$19.93/hr - \$23.66/hr | \$        | -          |

**Appendix D**  
**Job Description Changes**

## City of Burlington Job Description

**Position Title:** Deputy Director of Aviation, Operations

**Department:** Airport

**Reports to:** Director of Aviation

**Pay Grade:** Market Factor

**Job Code:** 125

**Exempt/Non-Exempt:** Exempt

**Union:** N/A

**Remote Score:** Tier 2

**General Purpose:** The Deputy Director of Aviation Operations is responsible for aiding the Director of Aviation in oversight and management of airport related safety and security measures at the Burlington International Airport. Under general direction of the Airport Director and through subordinate personnel assures all airport activity is conducted in compliance with established federal rules and regulations and airport policies and procedures, and coordinates all activity to do so.

**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.)

- Airport Security Coordinator
- All essential job functions of the Airport Operations ~~Foreman~~ Manager.
- Ensures the safe and secure operation of the Burlington International Airport.
- Receive and act on complaints submitted by airport tenants and users, including ground transportation.
- Review maintenance and construction plans to assure compliance with Airport Certification requirements, FAA, TSA regulations, and airport standards.
- Supervise the operation, construction and maintenance of the airport facility, terminal grounds, airfields and air terminal to assure compliance with Airport Certification requirements, FAA, TSA regulations and airport standards.
- Manage all operations personnel through employee selection, performance evaluation, promotion, training, disciplinary actions and termination.
- Manage ~~all-ambassador~~ Airfield Manager and Operations Manager and respective department personnel through employee selection, performance evaluation, promotion, training, disciplinary actions and termination.
- Plan and implement projects, assignments and schedules including manpower requirements, specific work assignments, and quality control supervision to insure satisfactory performance and results.
- Recommend physical improvements to maintain or improve efficient safe and secure operation of the airport.
- Prepare annual Division budget. Responsible for operation of the Division within fiscal constraints of approved budget.

- Develop training programs and procedures to insure subordinate personnel are adequately trained for safe and efficient performance of assigned duties.
- Manage the inspection of all aeronautical areas and oversee activities of all agencies to assure compliance with Airport Certification requirements, FAA, TSA regulations and airport standards.
- ~~In coordination with the maintenance department,~~ Directly manage and coordinate with the Airfield Manager and Operations ~~determine the~~ Manager the physical and mechanical condition of aeronautical surfaces ~~and airport owned buildings~~ and assure deficiencies are corrected.
- Coordinate security and emergency personnel activities. Implement emergency plans.
- Determine continuation of air and ground operations during emergency conditions and snow removal.
- ~~In coordination with the maintenance department,~~ Direct the Airfield and Operations Managers to plan and supervise the airport's snow removal operation.
- Coordinate with FAA air traffic control management personnel.
- Analyze and recommend changes regarding operating conditions, systems and procedures. Oversee the preparation of written and verbal reports on routine and emergency conditions.
- Implement, review, and manage all airport rules and regulations regarding safety and security to assure compliance with operations functions.

#### **Qualifications/Basic Job Requirements:**

- B.S. Degree in Aviation Management or related field preferred
- Previous education and /or training to demonstrate a proven working knowledge of airport operation, maintenance practices and procedures, including budget and management responsibility, and familiarity with mechanics and engineering.
- Minimum of five years experience in airport operations, or maintenance, where at least one year was at a significant supervisory or management level at a Part 139 (Air Carrier) Airport.
- Must not pose a direct threat to the health or safety of him /her or others.
- Is on call 24 hours a day for emergencies and foul weather conditions.
- Working knowledge of airport operations and maintenance including legal , technical, organizational aspects, as well as sources of current knowledge of the field.
- Management skills, including leadership and supervisory skills , problem analysis and decision –making, planning and organizing , staff and public relations, stress tolerance and time management.
- Effective oral and written communication skills for working with a diversity of personnel, public officials tenants, vendors, users and citizens.
- Ability to obtain a working knowledge of departmental operations and procedures, federal, state and local pertinent regulations.
- Knowledge and ability in fiscal and records management, budget analysis and development, and cost analysis.
- Ability to plan and forecast general division requirements, develop objectives and arrange resources to assure the accomplishment of goals.
- Thorough knowledge of Air-Traffic control procedures at an airport.

**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.

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

☒ works with others

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

objects

☒ extreme cold

☒ high

places

☒ noise

☒ fumes/odors

☒ mechanical equipment

☐ hazardous

materials

☐ electrical

equipment

☒

dirt/dust

### Supervision:

Directly Supervises: 72

Indirectly Supervises: 141

### 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:** Deputy Director of Aviation, Administration

**Department:** Airport

**Reports to:** Director of Aviation

**Pay Grade:** 24

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

**General Purpose:** The Deputy Director of Aviation Administration is responsible for aiding the Director of Aviation in oversight and management of airport related activities at the Burlington International Airport. Under general direction of the Airport Director and through subordinate personnel establishes policies and procedures of airport activities as well as plans, organizes, and substantially coordinates the high level aspects of all business, finance, properties, and customer service projects at the Burlington International Airport. This position coordinates related activities with all employees, tenants, federal, state, local agencies and other related aviation user groups.

**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.)

- Oversight of the overall business operation of the Airport, under the Director of Aviation; in the absence of the Director of Aviation, may temporarily serve as the Director of Aviation
- Develops and recommends to the Director of Aviation: plans, policies, and programs designed to improve the efficiency and effectiveness of the Department.
- Review plans and specifications for Airport Improvement Projects and coordinate appropriate approvals with the Director of Aviation
- Coordinates with Deputy Director of Aviation for Operations on implementation of all construction projects and snow removal operations
- Insure that relevant department projects are properly advertised and bid. Review pre-qualification of contractors, and recommend award of contracts.



- Monitors and performs management oversight for all major construction projects; coordination with project managers is essential; including the Deputy Director of Aviation for Operations, and the Director of Engineering Planning and Sustainability other resident engineers and consultants to resolve any construction related issues that may occur during the course of a project.
- Directs the Manager of Customer Experience, the Ambassador team, and maintenance of all airport owned properties
- Directs the Manager of Properties and the work of the properties maintenance staff
- Evaluates employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.
- Oversees the professional development of staff to support their overall engagement, growth, and goal achievement.
- Direct representation of the Airport at various public meetings as directed by Director of Aviation
- Direct representation of the Airport through various media outlets.
- Representation at all public City meetings in relation to the Airport, as required
- Assists in preparation of grant applications for Federal and State funding under Airport Improvement, Passenger Facility Charge and other funding programs
- Assists in the preparation of contract awards, amendments, change orders, claims and payment requests for engineering and planning projects.
- Coordination of airport land acquisition projects and property management programs, including coordination with relocation assistance consultants, home owners, and tenants through the preparation of offer letters, purchase and sales agreements and other related communications.
- Conducts the related activities necessary to administer Federal grant programs including preparation of grant applications, detailed submittal of payment applications, and project closeout documentation necessary to satisfy Federal requirements.
- Maintains an inventory and monitoring system for the tracking of grants/contracts
- Track contract payments, force accounts and all related expenditures.
- Ensures timely reimbursement of grant funds from applicable agencies by having knowledge of federal processes and following up with respective Federal and State agencies. Review and coordinate timelines. Monitors deadlines and expiration dates.
- Directs the negotiation of agreements with rental car companies encompassing the terms and conditions of their activity at the Airport, including rates and charges.
- Develops and implements short and long-term strategies to maximize non-aviation revenues and increase customer satisfaction in accordance with the Airport's strategic business plan.
- Direct negotiation and administration of all tenant leases and agreements; Property management techniques and tenant relationships, principles and practices of mediation, negotiation, and conflict resolution

- Leads strategic planning and implementation of business initiatives for commercial land development, concessions and rental car activities, parking operations and redevelopment of existing facilities
- Establishes and maintains effective working relationships with various airport users, tenants, and business partners as well as governmental agencies to ensure close coordination with regulatory demands, projects airport operations.
- Maintains and supports a high level of customer service to peers, partners, and customers.
- Establishes and maintains liaison with airport tenants.
- Maintain contact with news media personnel during emergency situations such as power failures, snowstorms and aircraft incidents, as directed by the Director of Aviation.
- Performs other duties as assigned by the Director of Aviation

#### **Qualifications/Basic Job Requirements:**

- Bachelor's degree in Airport or Aviation Management, business administration, or related field.
- At least five years of progressive, high level management experience with a commercial airport or business operation including facilities management and/or business operations is required.
- Three years of experience in financial accounting or project management.
- Experience with municipal or government finance and operations required
- Experience with Airport Finance and Operations required.
- Accreditation by the American Association of Airport Executives preferred.
- Knowledge of basic principles, practices and techniques of Federal and state grant administration, and familiarity with Federal, state and local funding processes and programs preferred. Knowledge of federal, state and local regulations associated with land acquisition, environmental issues, and airport design standards essential.
- Knowledge of the contracts, forms, terminology and procedures used in grants/contracts administration preferred.
- Knowledge of Disadvantaged Business Enterprise programs and processes important.
- Ability to interact with various agencies, contractors, architects and the federal and state government.
- Ability to communicate effectively orally and in writing with the public and coworkers.
- Familiarity with a variety of office equipment and computer systems including spreadsheets and word processing.
- Attention to detail and accuracy 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.

|                                                                 |                                                                                                                                   |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                      | <input type="checkbox"/> ability to move distances                                                                                |
| <input checked="" type="checkbox"/> lifting (specify)           | <input type="checkbox"/> color perception <input type="checkbox"/> 50 pounds (red, green, amber)                                  |
| <input checked="" type="checkbox"/> carrying (specify)          | <input type="checkbox"/> hearing/listening                                                                                        |
| <input type="checkbox"/> 50 pounds                              |                                                                                                                                   |
| <input type="checkbox"/> climbing                               | <input checked="" type="checkbox"/> clear speech                                                                                  |
| <input type="checkbox"/> driving                                | <input checked="" type="checkbox"/> touching                                                                                      |
| <input type="checkbox"/> Ability to mount and dismount forklift | <input checked="" type="checkbox"/> dexterity <input checked="" type="checkbox"/> hand <input checked="" type="checkbox"/> finger |
| <input type="checkbox"/> pushing/pulling                        | <input type="checkbox"/> reading – basic                                                                                          |
| <input type="checkbox"/> math skills - basic                    | <input checked="" type="checkbox"/> analysis/comprehension                                                                        |
| <input checked="" type="checkbox"/> reading – complex           | <input checked="" type="checkbox"/> math skills – complex                                                                         |
| <input checked="" type="checkbox"/> judgment/decision           | <input type="checkbox"/> writing – basic                                                                                          |
| <input checked="" type="checkbox"/> clerical making             | <input checked="" type="checkbox"/> writing – complex                                                                             |
| <input type="checkbox"/> shift work                             | <input type="checkbox"/> outside                                                                                                  |
| <input type="checkbox"/> pressurized equipment                  | <input checked="" type="checkbox"/> works alone                                                                                   |
| <input type="checkbox"/> extreme heat                           | <input type="checkbox"/> moving objects                                                                                           |
| <input checked="" type="checkbox"/> works with others           | <input type="checkbox"/> extreme cold                                                                                             |
| <input type="checkbox"/> high places                            | <input checked="" type="checkbox"/> verbal contact w/others                                                                       |
| <input type="checkbox"/> noise                                  | <input type="checkbox"/> fumes/odors                                                                                              |
| <input checked="" type="checkbox"/> face-to-face contact        | <input type="checkbox"/> mechanical equipment                                                                                     |
| <input type="checkbox"/> hazardous materials                    | <input checked="" type="checkbox"/> inside                                                                                        |
| <input checked="" type="checkbox"/> electrical equipment        | <input type="checkbox"/> dirt/dust                                                                                                |

### **Supervision:**

Directly Supervises: 2

Indirectly Supervises: 22

**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 February, 2023

## **City of Burlington Job Description**

**Position Title: Director of Finance**

**Department: Burlington International Airport**

**Reports to: Director of Aviation**

**Pay Grade: 26**

**Job Code:**

**Exempt/Non-Exempt: Exempt**

**Union: Non-Union**

**General Purpose:** This position is responsible for the overall day-to-day management of accounting functions of the Burlington International Airport. This position would oversee all Financial Management including the monthly closing process and preparation of monthly financial statements, cash flow management and reporting, budgeting and forecasting, best practices, processes and internal controls. This position is under the direction and guidance of the Director of Aviation and is responsible for the provision of financial data and guidance as to the operational functions of the Burlington International Airport. Additionally this position will work closely with the City of Burlington Clerk Treasure's office in regard to financial matters following budgetary practices, policies and procedures set for all City departments under the authority of the Chief Administrative Officer.

**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.)

- As part of Burlington International Airport's senior management team, this position is responsible for managing all financial functions including accounting, information services, billing and collection, accounts payable, cash flow, internal controls, and financial reporting in accordance with generally accepted accounting practices, and applicable Vermont State and Federal law, City Charter provisions and rules and regulations as adopted by the Board of Airport Commissioner and the Burlington City Council.
- Abide by and regularly review the Memo of Understanding relating to the execution of Airport finances.
- Responsible for overall performance of Finance function through leading, hiring, training, managing and conducting performance reviews of all Airport Finance staff.
- Under the day to day guidance of the Director of Aviation and the Chief Administrative Officer, leads the preparation of BTV's annual Operational Plan and budget, by establishing timelines; collecting, consolidating and analyzing financial data; preparing schedules, forecasts and analysis for review by the BTV's management team

- Ensures BTV remains on course financially with budgeted objectives by ensuring that the books are closed accurately and reports produced in a timely manner each month and leading the monthly review of performance against operational plan and budget
- Is responsible for analysis of all aspects of business operational and financial performance.
- Serve as airport financial advisor to the Airport Commission, Director of Aviation and their staff.
- Make presentations regarding financial results, including budget compliance to senior staff and Airport Commissioners.
- Ensures that BTV consistently manages approved budgetary allocations, making recommendations and taking actions to ensure that cash flow goals are always met.
- Interface with City of Burlington's Accounting Office to ensure complete transparency regular updates, and that BTV is following city accounting policies and procedures.
- Ensures timely federal, state and local financial reporting requirements and compliance
- Oversees, manages/maintains BTV's financial systems
- Oversees, manages and maintains billing, provisioning and financial reporting data, systems and analysis, using periodic audits to ensure timeliness and accuracy.
- Provides clear framework for financial decisions by establishing and ensuring compliance with "best practice" policies and procedures
- Assist in the development of Burlington International Airport's strategic plans and coordinate work with other managers.
- Maintain effective working relationships with airline and tenant partners, airport and city employees, and the financial community, including bankers, credit analysts, auditors and financial advisers.

**Non-Essential Job Functions:**

- Performs other tasks as may be assigned.

**Qualifications/Basic Job Requirements:**

- Bachelor's Degree in finance, accounting, with a CPA, or Master's in Business Administration, Master's in Public Administration required
- Minimum of 10 years' experience working in relevant position(s).
- Experience with municipal or airport finance required.
- Familiarity with airport revenue sources and FAA's federal grant program a plus but not required.
- Ability to work with a diverse population with a strong commitment to equity and inclusion, among City staff and the general public.
- Cost Accounting/Budgeting/Cash Flow Management/KPI/GL/AP/AR/PR/Report Writers
- Detail oriented with the ability to execute tasks efficiently and effectively
- Possess a high level of comfort in working both independently and with a team.
- Advanced working knowledge of MS Windows operating systems and MS Office with a high level of proficiency in excel required.
- Excellent interpersonal skills including the ability to motivate and manage a small team, effective communications up and down the organization with a desire to learn and to teach.

- Strong analytical and modeling skills, coupled with an understanding of how figures and data add context to decisions
- Ability to effectively and professionally represent the City in all written and verbal interactions with multiple stakeholders including City employees, elected officials and members of the general public 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,
- Ability to demonstrate solid judgment and the utmost level of the confidentiality.
- Ability to prioritize work and problem solve to accomplish competing objectives while meeting deadlines is required.
- Regular attendance and availability to respond to emergent and time-sensitive situations are essential to meeting expectations of the job functions including the ability to work nights, weekends and holidays.

### **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  10  pounds  
(red, green, amber) warehouses/offices ☒ carrying (specify)  
☒ hearing/listening                      climbing  10  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

Page 3 of 3

☒ 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:**

DRAFT

Page 4 of 5

Directly Supervises: 2 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: \_\_\_\_\_

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

**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.

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



DRAFT

Page 5 of 5

☐ face-to-face contact  
☐ inside

☐ mechanical equipment  
☐ electrical equipment

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:

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

## **City of Burlington Job Description**

**Position Title: Director Planning, Engineering and Sustainability**

**Department: Airport**

**Reports to: Director of Aviation**

**Pay Grade: 26**

**Job Code: 1112**

**Exempt/Non-Exempt: Exempt**

**Union: Non-Union**

**General Purpose:** This position is responsible for providing professional and administrative engineering, planning and development work, and environmental compliance, as well as planning, development, project management, budget recommendations and financial management of facilities, grounds, electrical, and vehicle divisions. Under general direction of the Airport Director and through subordinate personnel assures all airport activity is conducted in compliance with established federal rules and regulations and airport policies and procedures, and coordinates all activity to do so.

### **Essential Job Functions:**

- Oversee the maintenance and engineering projects including, HVAC, vehicles, electrical, plumbing and heating systems, structures, paving, masonry, painting, welding, sheet metal, carpentry, landscaping, airport lighting and navigational aids, compliance review, and training programs.
- Supervision of Contractors, Engineers, Attorney's and Land Use Professionals.
- Evaluates employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.
- Oversees the professional development of employees to support their overall engagement, growth, and goal achievement.
- Train employees in work and safety procedures and in the operation and use of equipment and supplies; implements and oversees safety procedures and standards; conducts safety training.
- Oversee the Department Budget, project development and designs, requests for bids, proposals and qualifications, preparation and issuance of contracts and specifications for various environmental, maintenance, equipment, and airport development projects, including RFPs, and review for compliance with industry and government standards.
- Construction and environmental project management. Including design and design review, contractor and consultant oversight, project inspection and approval, review and approval of plans and specifications, payments requests and other project submittals.
- Management of airport engineering department programs, including federal and state compliance, and reporting, contaminated site management, storm water, and energy efficiency.
- Oversight of the inventory of equipment and supplies and requisition of materials.

- Oversight of the Disadvantaged Business Enterprise (DBE) program.
- Provide technical support and information to airport staff, tenants, and the public as needed, and other duties as assigned by the Director of Aviation.
- Coordinate the competitive bidding process as it relates to environmental and equipment purchase projects.
- Generate various technical drawings of airport terminal and airfield, and layouts and graphics for airport purposes as needed.
- Coordinate total airport improvement program (AIP), including but not limited to strategic planning of improvements, development of airport
- Master Plan, development and implementation of Noise Compatibility Programs, and coordination of federal, state and local funding, and implementation of project process.
- Review plans and specifications for Airport Improvement Projects and coordinate appropriate approvals with the Director of Aviation
- Coordinates with Deputy Director of Aviation Operations and Deputy Director of Aviation Administration on implementation of all construction projects.
- Prepares and/or reviews project applications, payment applications as well as grant offers and amendments for federal funding.
- Coordinates consultant selection process as per Federal regulations.
- Work with selected consultants on preparation of scope of work, negotiating engineering/consultant costs, preparing and processing contract elements.
- Insure that projects are properly advertised and bid. Review prequalification of contractors, and recommend award of contracts.
- Monitors and performs management oversight for all major construction projects; coordination with project managers is essential; including the Director of Aviation, Deputy Director of Aviation for Operations, resident engineers and consultants to resolve any construction related issues that may occur during the course of a project.
- Coordinate airport planning, capital improvement program (CIP) and development with Act 250, South Burlington Planning Office, Chittenden County Metropolitan Planning Office, VAOT, FAA, and other local, state, and federal agencies.
- Representation at all public City meetings in relation to the Airport, preparation of all recommendations for award of contracts, and finance board and city council approval documentation, working with City Attorney's office or other appropriate means
- Preparation of grant applications for Federal and State funding under Airport Improvement, Passenger Facility Charge and other funding programs.
- Preparation of contract awards, amendments, and change orders.
- Conducts the related activities necessary to administer Federal grant programs including preparation of grant applications, detailed submittal of payment applications, and project closeout documentation necessary to satisfy Federal requirements.
- Maintains an inventory and monitoring system for the tracking of grants/contracts.
- Establishes and maintains effective working relationships with various airport users, tenants, and business partners as well as governmental agencies to ensure close coordination with regulatory demands, projects, and airport operations.
- Maintains and supports a high level of customer service to peers, partners, and customers.
- Performs other duties as assigned by the Director of Aviation.

### **Qualifications/Basic Job Requirements:**

- Ability to actively support City diversity, equity, and cultural competency efforts with in 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.
- Bachelors' Degree in Civil or Mechanical Engineering required; or a relevant field may be considered. Relevant additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Minimum of five (5) years of experience including civil engineering, transportation planning, or landscape architecture of public infrastructure with demonstrated success in project management, including budget and management responsibility and familiarity with mechanics and engineering required. This will be in addition to any experience counted toward the degree requirement.
- Strong background in word processing and spreadsheet software, graphics and software.
- Minimum of 3 years airport experience is preferred
- Demonstrated knowledge of engineering methods, design standards, materials, and project management.
- Ability to read, analyzes, and modifies specifications and blueprints to ensure work complies with all contract specifications.
- Experience in the federal grant CIP and AIP process preferred.
- Knowledge of federal, state and local regulations associated with land acquisition, environmental issues, and airport design standards essential.
- Knowledge of Americans with Disabilities Act and Airport Disadvantage Business Enterprise programs and processes preferred.
- Ability to interact with various agencies, tenants, contractors, architects, and federal, state and local government.
- Ability to communicate professionally and diplomatically with tenants, contractors and the public regarding the various projects under development and construction.
- Ability to effectively and professionally represent the City in all written and verbal interactions with multiple stakeholders including City employees, elected officials and members of the general public required.
- Ability to demonstrate solid judgment and the utmost level of the confidentiality.
- Ability to prioritize work and problem solve to accomplish competing objectives while meeting deadlines is required.
- Ability to work nights, weekends and holidays.
- 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. Employee must not pose a direct threat to the health or safety of him/herself or others.

- Must be on call 24 hours per day, 7 days per week.
- Must possess and maintain a valid driver's license.
- Contract administration, preparation, oversight and communication with management and legal.
- Grant administration, preparation, oversight and communication.
- Must successfully complete a 10-year background check.

Supervises Directly 1 Indirectly Supervises 15+

,

## **City of Burlington Job Description**

**Position Title: Director of Innovation and Marketing**

**Department: Airport**

**Reports to: Director of Aviation**

**Pay Grade: 25**

**Exempt/Non-Exempt: Exempt**

**Union: Non-Union**

### **General Purpose:**

This position is responsible for investigating, developing and managing innovation and new initiatives in line with the mission, goals and strategies of the Burlington International Airport to achieve efficiencies, competitive advantages within the market, and enhanced safety for all Airport users and employees, with a global focus on sustainability. This position will also have a vital role in the development of a strategic and competitive air service development plan and a global marketing implementation plan to meet airport goals.

### **Essential Job Functions:**

- Works cooperatively with airport staff, airport stakeholders, and officials to discover new solutions and approaches to historic challenges.
- Formulate effective new ideas and innovative strategies for Airport development, marketing, branding, and business opportunities.
- Analyzes existing practices to isolate areas eligible for improvement or enhancement.
- Encourages creative thinking with Airport staff and continuously develops ways to nurture innovative thinking across all areas of the Airport.
- Follow customer responses to new ideas, tracks and analyzes the success of new services, and responds to customer questions and/or concerns, including within the noise mitigation programs.
- Monitors research and development of other Airport's to spot trends in innovation and supplement research findings in the Airport industry.
- Allocates resources to maintain the Airport's existing practices, while accounting for new projects.
- Evaluates the progress of innovation and adjusts the pace or direction of new projects in accordance.

- Leads the Airport communication plan, including branding, signage, presentations, and community outreach
- Assist's in Airline contractual negotiations and air service incentive program implementation
- Leads the Air Service Development efforts rooted in statistical evidence and qualitative data derived from business and passenger engagement.
- Leads the Air Service Development efforts, in conjunction with the Director of Aviation, with airline corporate partners and recommends strategies to the Director for additional air service growth, either with incumbent airlines or new service providers, which includes initiatives to align with Airport with community stakeholders to grow passenger air service
- Directs marketing plans and strategies for promoting air service, industrial development, including promotional materials, airline statistical information and public presentations.
- Directs the Airport's social media presence and campaigns
- Coordinates all technology requests within the Airport Department with all employees, facilities, and tenants.
- Serves as the Federally Required Airport Cyber Security Coordinator, with duties set forth by the Department of Homeland Security (DHS). This positions would coordinate with the City's Innovation and Technology department as needed.
- Manages the Federal Aviation Administration (FAA) Civil Rights Act, Title VI Program to ensure diversity, equity and inclusion metrics are met and grow the airport inclusivity on a continual basis.
- Direct safety programing, ensuring compliance with local, state, and federal regulatory requirements for the purpose of safeguarding employees, including Airport insurance inspections and remediations.
- Ensure the safety of Airport properties from a insurance liability framework.
- Trains all new employees with the Airport's mission and maintains consistency with the Airport's strategy and communication goals, inclusive of safety and sustainability.
- Represents the Airport at various event's and conferences as directed.
- Maintains and supports a high level of customer service to peers, partners, and customers.
- Maintains contact with news media personnel as directed by the Director of Aviation.
- Performs other duties as required by the Director of Aviation.

#### **Qualifications/Basic Job Requirements:**

- Completion of Bachelor's Degree in Business Administration, Marketing, Communications, Information Technology or related fields.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Five (5) years of relevant experience within a marketing, branding, air service, or airport environment required.
- Three (3) years of supervisory experience required.
- Airport experience preferred.

- Proof of COVID-19 vaccination required; reasonable accommodations will be considered.
- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less and maintain badge privileges throughout employment.
- Federal Government program management experience preferred.
- Information Technology experience preferred.
- High level of proficiency in various computer programs including Microsoft Outlook, Office Suite Applications – Word and Excel; experience with Adobe and digital work order systems preferred.
- Ability to act as an "ambassador" of the Airport to all users to ensure safety, enjoyment, and to put forth the vision of the City and Department, and to direct and motivate subordinate staff to do the same.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to be on-call 24/7 for Innovation based emergencies.
- Ability to work nights, weekends, and holidays, as required.
- Ability to obtain and maintain a valid driver's license.
- Must be detail oriented and creative.
- Excellent communication, organizational, customer service, and problem-solving skills.
- Ability to multi-task and adapt quickly to changing priorities and deadlines.
- Ability to maintain effective working relationships with others in a team environment.
- Ability to inspect work and monitor projects for adherence to specifications, divisional procedures and other pertinent regulations and codes.
- Ability to establish and maintain positive working relationships with co-workers, customers, stakeholders and other personnel.
- Ability to maintain a high degree of competency in safe work procedures and safe building standards.
- Ability to communicate effectively orally and in writing with supervisors, staff, subordinates, governmental and industrial representatives, and the general public.
- 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

☒ color perception

☒ ability to move distances

within and between

☐ lifting (specify)

☐ pounds



|                                                              |                                                          |                                                     |
|--------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------|
| (red, green, amber)                                          | warehouses/offices                                       | ___ carrying (specify)                              |
| <input checked="" type="checkbox"/> hearing/listening        | ___ climbing                                             | ___ pounds                                          |
| <input checked="" type="checkbox"/> clear speech             | ___ ability to mount and                                 | <input checked="" type="checkbox"/> driving (local/ |
| <input checked="" type="checkbox"/> touching                 | dismount forklift/truck                                  | over the road)                                      |
| <input checked="" type="checkbox"/> dexterity                |                                                          |                                                     |
| <input checked="" type="checkbox"/> hand                     |                                                          |                                                     |
| <input checked="" type="checkbox"/> finger                   |                                                          |                                                     |
| ___ reading – basic                                          | ___ pushing/pulling                                      | <input checked="" type="checkbox"/> analysis/       |
| <input checked="" type="checkbox"/> reading - complex        | ___ math skills - basic                                  | comprehension                                       |
| ___ writing - basic                                          | <input checked="" type="checkbox"/> math skills- complex | <input checked="" type="checkbox"/> judgment/       |
| <input checked="" type="checkbox"/> writing - complex        | <input checked="" type="checkbox"/> clerical             | decision making                                     |
| ___ shift work                                               | <input checked="" type="checkbox"/> outside              | ___ pressurized equipment                           |
| <input checked="" type="checkbox"/> works alone              | ___ extreme heat                                         | ___ moving objects                                  |
| <input checked="" type="checkbox"/> works with others        | ___ extreme cold                                         | ___ high places                                     |
| <input checked="" type="checkbox"/> verbal contact w/ others | <input checked="" type="checkbox"/> noise                | ___ fumes/odors                                     |
| <input checked="" type="checkbox"/> face-to-face contact     | ___ mechanical equipment                                 | ___ hazardous materials                             |
| <input checked="" type="checkbox"/> inside                   | ___ electrical equipment                                 | ___ dirt/dust                                       |

**Supervision:**

Directly Supervises:   2  

Indirectly Supervises:   0

# **City of Burlington**

## **Job Description**

**Position Title:** Executive Assistant to Director of Aviation

**Department:** Airport

**Reports to:** Director of Aviation

**Pay Grade:** 13

**Job Code:**

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

**Union:** AFSCME

### **General Purpose:**

This position is responsible for coordinating administrative support to the Director of Aviation and Leadership Team of the Burlington International Airport. This position will be an integral part of the department's leadership team to maintain and enhance the effectiveness, good order and efficiency of the department. The functions of this position require developing/ having deep knowledge of commercial aviation administration, as well as intimate knowledge of the City's policies and procedures. This position will be responsible for conducting confidential inquiries on behalf of the Director of Aviation and issuing departmental statements on behalf of the Director.

### **Essential Job Functions:**

- Provide administrative support for Board meetings, and other public boards, committees and events. This support includes, but is not limited to, compile and prepare agendas; schedule meetings and meeting spaces; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.
- Type a variety of correspondence, memos, self-composed letters, minutes, reports, agendas and legal documents. Assemble materials and coordinate office functions to meet deadlines. Coordinate time, location and participant arrangements for meetings; arrange travel and accommodations as required.
- Maintain schedules/calendars, make appointments, answer telephone, screen calls, refer calls, take messages or handle and coordinate meetings for Director of Aviation.
- Open, review and prioritize mail.
- Perform administrative duties in support of the department functions.
- Maintain Office digital files and digital filing system.

- Schedule Director of Aviation's appointments, employing discretion in committing time, or refer callers to appropriate source of information or service.
- Maintain confidential information regarding departmental matters; record actions to be taken on sensitive matters; release information to authorize parties, attorneys, or the press.
- Act as liaison between the Director of Aviation and staff, the public, airport stakeholders, media, local, state and federal offices. This includes, conducting correspondences via electronic, phone and in-person means.
- Assists airport director, assistant director, staff, and consultants to develop annual marketing program detailing objectives, strategies, programs and budgets.
- Compile market research as it relates to air service, passenger demographics and other related topics.
- Answer questions relating to researched information and relay explanations of policies, procedures and legal requirements; refer matters requiring policy decisions to the Director of Aviation.
- Compile information for narrative, fiscal and statistical reports, determine appropriate report format. May contact officials, staff, or stakeholder agencies to secure data.
- Manage and assist in the implementation of selected projects and innovations on behalf of the Director of Aviation.
- Facilitate the issuance of statements to the media on behalf of the Director of Aviation.
- Work closely with airport staff, airport stakeholders, and officials to ascertain information about critical matters for the purpose of briefing the Director of Aviation and the Leadership Team.
- Respond to public requests for information, resolve complaints, inaccuracies in documentation, or other situations requiring diplomacy and tact.
- Update Burlington International Airport Website and Intranet sites as needed.
- Performs other duties as required.

#### **Qualifications/Basic Job Requirements:**

- Completion of Bachelor's Degree in Business Administration, Communications, or related field, and two years' experience preferred; or an Associate's Degree in Business Administration, Communications, or related field and three years' experience; or a high school diploma or equivalent and five years' experience in an office environment as an Executive Administrator required.

- Proof of COVID-19 vaccination required; reasonable accommodations will be considered.
- Demonstrated knowledge of departmental policies, procedures and legal requirements preferred. Ability to manage and implement airport administration projects of moderate complexity.
- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less and maintain badge privileges throughout employment.
- Ability to issue accurate and concise statements in written and oral form to staff, the press and the public.
- Ability to learn specific laws, ordinances, codes and regulations applicable to the operations of the Airport and City.
- Ability to research records pertaining to City Council and other documents related to City business.
- Demonstrated advanced working knowledge of multiple software office products, including Microsoft word and excel, access, Power point preferred.
- Ability to plan, develop and implement office procedures and make decisions on priority and scheduling of work.
- Ability to work in a team environment, while also being self-directed.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Ability to obtain and maintain a valid driver's license.
- Ability to adapt to changing job duties and be able to multi-task.
- Ability to assume administrative responsibility and carry out tasks with minimal instruction. Ability to plan, organize and coordinate workload.
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to work evenings, weekends, special events, and holidays as required.

- Ability to attend meetings at times other than regular business hours.
- 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.

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

### **Supervision:**

## **City of Burlington Job Description**

**Position Title:** Associate Airport Engineer

**Department:** Airport

**Reports to:** Director of Planning, Engineering and Sustainability

**Pay Grade:** 19

**Job Code:**

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

### **General Purpose:**

This position, under the general supervision of the Director of Planning, Engineering, and Sustainability, is responsible for entry and mid-level professional, data collection, administrative engineering, and project management of small projects. Work involved includes the development and implementation of various civil engineering projects within the Airport's Airfield and associated properties, generally including landscaping, structures, facilities, underground injection and storm water/wastewater controls, and noise mitigation

### **Essential Job Functions:**

- Assist the community, Airport Staff, City Administration, Airport stakeholders, and all departments and commissions in developing engineering plans/drawings, specifications, and cost estimates for construction and/or improvements.
- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the Airport; City Administration; City departments; local, regional, and state officials, engineers, and providers; consultants and contractors; and the public. Balance needs and resources.
- Collaboratively prioritize projects and develop conceptual improvement plans that balance the needs of the public, the Airport, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and include all relevant stakeholders in project development. Advance public participation and outreach for the Planning, Engineering, and Sustainability Department.
- Monitor and manage the performance of contractors and consultants to ensure success of the projects including routine communication.
- Manage infrastructure assets and asset management programs, input and updates, and reporting.
- Project management of small enhancement projects or replacement of existing asset contracts.
- Assist with maintenance of financial records for projects and make recommendations for payments to contractors and consultants.
- Solicit and utilize the services of consulting engineering and designers.
- Represent the Airport, coordinate, and organize various large- and small-scale public forums and meetings.

- Support in-house projects from conceptual design to project completion. Prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Estimate construction quantities and costs. Document and make recommendations for appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review planning reports, studies, and engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual projects.
- Develop project documents, inclusive of scopes, memos, self-composed letters, minutes, staff reports, agendas, among others; assemble materials and coordinate office functions to meet deadlines and maintain organized filing system, both digital and paper.
- Collect and analyze data.
- Update, input, and correct asset management data in software platforms. Stay abreast of and ensures compliance with local, State, and Federal rules and regulations. Ability to determine appropriate implementation of such standards where applicable.
- Provide survey support to projects.
- Perform field inspections of projects.
- Review planning, engineering, and sustainability requests and prepare recommendations for Director's review. Communicate proposals to the public to form collaborative solutions that balance needs of all stakeholders.
- Perform Engineering studies under the direction and guidance of an engineer.
- Draft/prepare grant applications for local, State and Federal processes.
- Draft/prepare regulation amendments and permit applications for local, State and Federal processes.
- Perform other duties as required.

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.

**Non-Essential Job Functions:**

- Perform other duties as required.

**Qualifications/Basic Job Requirements:**

- Completion of Associate's Degree in Construction Management, Engineering, Architecture, Landscape Architecture, or related field. Bachelor's degree or additional certification preferred. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Three (3) years of relevant experience required.
- Construction and/or project management experience preferred.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to be on-call 24/7 for Planning, Engineering, and Sustainability based emergencies.
- Ability to work nights, weekends, and holidays, as required.
- Proof of COVID-19 vaccination required; reasonable accommodations will be considered.

- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less and maintain badge privileges throughout employment.
- Airport experience preferred.
- Knowledge of sustainable design and environmental practices preferred.
- Federal Government program management experience preferred.
- Knowledge of City objectives and functions in area of assignment: principles and practices of construction management, design and inspection, ordinances, statutes, and regulations.
- High level of proficiency in various computer programs including Microsoft Outlook, Office Suite Applications – Word and Excel; experience with GIS and AutoCAD preferred.
- Ability to act as an "ambassador" of the Airport to all users to ensure safety, enjoyment, and to put forth the vision of the City and Department, and to direct and motivate subordinate staff to do the same.
- Ability to obtain and maintain a valid driver's license.
- Ability to learn and understand applicable federal, state, and local rules, regulations and laws related to construction on public lands.
- Excellent communication, organizational, and problem-solving skills.
- Ability to multi-task and adapt quickly to changing priorities and deadlines.
- Ability to maintain effective working relationships with others in a team environment.
- Ability to inspect work and monitor projects for adherence to specifications, divisional procedures and other pertinent regulations and codes.
- Ability to establish and maintain positive working relationships with co-workers, customers, stakeholders and other personnel.
- Ability to communicate effectively orally and in writing with supervisors, staff, subordinates, governmental and industrial representatives, and the general public.
- 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.
- Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- 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 25 pounds)                             |
| X | hearing/listening                    | X | carrying (specify 25 pounds)                            |
| X | clear speech                         | X | climbing                                                |
| X | touching                             | X | driving                                                 |
| X | dexterity x hand x 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                |   | 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                          |   | 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: \_\_\_\_\_

February 6, 2023

## **City of Burlington Job Description**

**Position Title:** Properties Manager

**Department:** Airport

**Reports to:** Deputy Director Aviation Administration

**Pay Grade:** 20

**Job Code:**

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

**General Purpose:** Under the general direction of the Deputy Director of Aviation for Administration and through subordinate personnel, this position is responsible for the day-to-day maintenance management of the Burlington International Airport's properties, assuring continuous safety, security and strong customer service. The position requires an excellent understanding of Federal Aviation Administration (FAA) Regulations, , Transportation and Security Administration (TSA) Regulations, , airport specific facilities, current property/structure maintenance techniques and practices, current airfield and landside snow and ice control practices, and communication skills. This position coordinates the schedule(s), work, equipment, required materials, and other resources to achieve maximum effectiveness and economy of operation.

### **Essential Job Functions:**

- Manage and oversee building maintenance, repair, inspection, alteration and janitorial services of Airport owned facilities, including the terminal building.
- Responsible for the preparation of plans and quality of workmanship on all buildings and building equipment repairs, may also oversee minor building construction projects.
- Plans, organizes and supervises the work of airport properties maintenance and electrical personnel; inclusive of scheduling for coverage and payroll.
- Evaluate employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.
- Oversees the professional development of employees to support their overall engagement, growth, and goal achievement.
- Train employees in work and safety procedures and in the operation and use of equipment and supplies; implements and oversees safety procedures and standards; conducts safety training.
- Manages digital work orders; assigns/creates all tasks and projects.
- Implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures for assigned areas of responsibility.

- Implement and review reoccurring and preventative maintenance schedules to maximize efficiency and/or quality standards.
- Digitize and maintain accurate inventory of equipment within facilities such as HVAC systems and supplies.
- Direct the day-to-day maintenance of all airport properties, excluding the airfield, according to FAA and TSA standards; including but not limited to building/structure mechanical, electrical, plumbing and life safety systems, general carpentry and painting, green space landscaping, and roadway/parking areas.
- Enforce BTV's snow and ice control plan; direct airside snow/ice removal activities and material resource applications according to FAA standards in the absence of the Airfield Manager.
- Formulate comprehensive and concise instructions/procedures in both oral and written form. Recommends and updates policies and procedures and makes recommendations for improvements in safety and efficiency.
- Determines and recommends equipment, materials, technology solutions and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates, requests for quotes (RFQs) and requests for proposals (RFPs) in line with City's Purchasing policy; maintains a variety of records and prepares routine reports of work performance. Bullet #4
- Ensures that tools and equipment are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment.
- Troubleshoots, adjusts, and corrects complex operational, mechanical or equipment problems in real time to achieve maximum efficiency and quality.
- Supports and actively participates with internal and external work groups and other Airport divisions to ensure the continuity of airport operations and federal compliance by participating in planning activities, development, design review, construction, and ensures a seamless transition from construction to operation and maintenance. Seems similar to bullet #2 below
- Directly coordinates with airport tenants, stakeholders and construction groups regarding projects to reduce operational impacts to users.
- Stays current on the status of new and pending regulatory legislation; recommends changes to current policies and procedures in order to comply with changes in legislation and the associated financial impact.
- Responds to and participates in airport emergencies and irregular operations, inclusive of inclement weather events, establishes priorities, and makes timely decisions under stressful conditions to emergencies and irregular operations of various size, scope, and scale. Serves as the primary airport point of contact for after-hours emergencies and irregular operations involving the airport properties. Takes charge until relieved by a higher authority.
- Ability to act as Manager of Customer Experience in the event of their absence.

**Non-Essential Job Functions:**

- Perform other duties as required.

**Qualifications/Basic Job Requirements:**

- Bachelor's Degree in Construction Management, Facilities Management, Engineering, Business or Public Administration, or a related field
- Three (3) years of experience in maintenance or construction trades required.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- At least three (3) years acting in a supervisory role in the field of airport maintenance or airport construction required.
- Proof of COVID-19 vaccination required, reasonable accommodations will be considered.
- Currently Certified in Airport Security Coordinator (ASC) or ability to obtain certification within one (1) month of employment or less.
- Currently Certified in Airport Snow Expert (A.S.E.) or ability to obtain certification within two (2) years of employment or less.
- Currently Certified in National Incident Management System (NIMS) and Incident Command System (ICS) for Management tier and any assigned working groups or ability to obtain certification within six (6) months of employment or less, and complete refresher trainings as required.
- Knowledge of Airport facilities and greenspaces, including but not limited to, parking garages/lots, lavatory stations, jet bridges, quick turn-around facility, overhead door systems and belt systems.
- Knowledge of Title 14, Code of Federal Regulations, Part 139 (14 CFR Part 139).
- Knowledge of Title 49, Code of Federal Regulations, Part 1540 and 1542 (49 CFR Part 1540 and 1542).
- Knowledge of Airport Improvement Program (AIP) regulations and Passenger Facility Charge (PFC) Program parameters.
- Knowledge of FAA controlled and uncontrolled airport environments and the ability to effectively communicate with Air Traffic control and other vehicle operators.
- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less, and maintain badge privileges throughout employment.
- Ability to obtain a Movement-Area Burlington International Airport Ground Vehicle Operator Certification as an endorsement to the Secured Area ID badge, which includes a written and practical exam within one (1) month of employment or less, and maintain corresponding airfield driving privileges throughout employment.
- Ability to maintain effective working relationships with others in a team environment.
- Experience in and ability to formulate, monitor and allocate budget resources.
- Ability to inspect work and monitor projects for adherence to specifications, divisional procedures and other pertinent regulations and codes.

- Knowledge of supervisory practices and the ability to accomplish work through others.
- Demonstrated ability to achieve efficiencies through the utilization of innovative strategies.
- Ability to communicate effectively orally and in writing with supervisors, staff, subordinates, governmental and industrial representatives, and the general public.
- High level of proficiency in various computer programs including Microsoft Outlook, Office Suite Applications – Word and Excel; experience with Adobe and digital work order systems preferred.
- Ability to act as an "ambassador" of the Airport to all users to ensure safety, enjoyment, and to put forth the vision of the City and Department, and to direct and motivate subordinate staff to do the same.
- Ability to obtain and maintain a valid driver's license.
- 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.
- Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- 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 __ pounds)                             |
| X | hearing/listening                    | X | carrying (specify __ 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:   10  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: \_\_\_\_\_

April 10, 2023

## **City of Burlington Job Description**

**Position Title:** Customer Experience Manager

**Department:** Airport

**Reports to:** Deputy Director of Aviation Administration

**Pay Grade:** 20

**Job Code:**

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

### **General Purpose:**

Under the general direction of the Deputy Director of Aviation for Administration and through subordinate personnel, this position is responsible for the day-to-day management of customer experience of the Burlington International Airport, assuring continuous safety, security and strong customer relations. The position requires an excellent understanding of Federal Aviation Administration (FAA) Regulations, Transportation and Security Administration (TSA) Regulations, specifically 49 CFR Part 1540 and 1542, aircraft emergency response, contract/lease/concession management, current airport customer amenity programs, ground transportation programs, and strong customer service and communication skills. This position coordinates the schedule(s), work, equipment, required materials, and other resources to achieve maximum effectiveness and economy of operation.

### **Essential Job Functions:**

- Develops and manages strategic direction, terminal operations requirements, programs, and plans for airport-wide customer service programs specifically enhancing the experience of travelers.
- Works with airport service providers, airlines, TSA, concessionaires, and other airport partners to create customer satisfaction benchmarks and training guidelines to ensure a positive customer experience is valued and maintained.
- Manages the day to day team of Ambassador Staff to ensure the highest level of customer experience inclusive of customer interaction and service as well as parking garage transactions.
- Ensures that safety and security procedures are identified and followed with all staff specifically outlining any security requirements for maintaining the front (curb side) of the airport terminal as well as the concourse exit systems and properly staff, specifically according to 49 CFR Part 1540 and 1542
- Manages a team of maintenance staff primarily responsible for lawn care, landscaping, parking garage management, landside snow removal operation, signage, and associated tasks related to manicuring of exterior of airport owned buildings including the terminal.
- Plans, organizes and supervises the work of airport customer experience personnel; inclusive of scheduling for coverage and payroll.

- Evaluates employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.
- Oversees the professional development of staff to support their overall engagement, growth, and goal achievement.
- Train staff in work and safety procedures and in the operation and use of equipment and supplies; implements and oversees safety procedures and standards; conducts safety training.
- Manages digital work orders; assigns/creates all tasks and projects.
- Inspects assigned work and work in progress for accuracy, proper work methods and techniques, and compliance with applicable standards and regulations.
- Implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures for assigned areas of responsibility.
- Implement and review reoccurring task schedules to maximize efficiency and/or quality standards.
- Direct the day-to-day operation of customer experience amenities and services according to FAA and TSA standards; including but not limited to, managing contract/lease/concession agreements pertaining to customer experience, customer amenity programs, ground transportation provider licensing and regulation, parking access and revenue control system (PARCS), and the staff to support such services 24/7.
- Coordinate mandated trainings, meetings, audits and inspections according to FAA, TSA and City audit standards with employees.
- Formulate comprehensive and concise instructions/procedures in both oral and written form. Create and update policies and procedures and make recommendations for improvements in safety and efficiency.
- Determines and recommends equipment, materials, technology solutions and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates, requests for quotes (RFQs) and requests for proposals (RFPs) in line with City's Purchasing policy; maintains a variety of records and prepares routine reports of work performance.
- Ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment.
- Troubleshoots, adjusts, and corrects complex operational problems in real time to achieve maximum efficiency and quality.
- Supports and actively participates with internal and external work groups and other Airport divisions to ensure the continuity of airport operations and federal compliance by participating in planning activities, development, design review, construction, and ensure transition from construction to operation.
- Directly coordinates with airport tenants, stakeholders and construction groups regarding projects to reduce operational impacts to users.
- Stays current on the status of new and pending regulatory legislation; recommends changes to current policies and procedures in order to comply with changes in legislation and the associated financial impact.



- Works with internal departments to ensure compliance with the provisions of related plans and programs required to comply with applicable local, State and Federal regulations.
- Responds to and participates in airport emergencies and irregular operations, inclusive of inclement weather events, establishes priorities, and makes timely decisions under stressful conditions to emergencies and irregular operations of various size, scope, and scale. Serves as the primary airport point of contact for after-hours emergencies and irregular operations involving the airport customer experience. Takes charge until relieved by a higher authority.
- Ability to act as Properties Manager temporarily in the event of their absence.
- Ability to act as the Deputy Director of Aviation for Administration in the event of their absence.

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.

**Non-Essential Job Functions:**

- Perform other duties as required.

**Qualifications/Basic Job Requirements:**

- Bachelor's Degree in Airport or Aviation/Aerospace Management, Aviation/Aerospace Science, Business or Public Administration or a related field and at least three (3) years of experience in Airport Administration required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- At least three (3) years acting in a supervisory role in the field of airport administration required.
- Proof of COVID-19 vaccination required, reasonable accommodations will be considered.
- Currently Certified in Terminal and Landside Operations or ability to obtain certification within six (6) months of employment or less.
- Currently Certified in National Incident Management System (NIMS) and Incident Command System (ICS) for Management tier and any assigned working groups or ability to obtain certification within six (6) months of employment or less, and complete refresher trainings as required.
- Knowledge of Title 14, Code of Federal Regulations, Part 139 (14 CFR Part 139).
- Knowledge of Title 49, Code of Federal Regulations, Part 1540 and 1542 (49 CFR Part 1540 and 1542).
- Knowledge of Airport Improvement Program (AIP) regulations and Passenger Facility Charge (PFC) Program parameters.
- Knowledge of Airport Concession programs, inclusive of rental car concessions, and Customer Facility Charge (CFC) program parameters.

- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less, and maintain badge privileges throughout employment.
- Ability to maintain effective working relationships with others in a team environment.
- Experience in and ability to formulate, monitor and allocate budget resources.
- Ability to inspect work and monitor projects for adherence to specifications, divisional procedures and other pertinent regulations and codes.
- Knowledge of supervisory practices and the ability to accomplish work through others.
- Demonstrated ability to achieve efficiencies through the utilization of innovative strategies.
- Ability to communicate effectively orally and in writing with supervisors, staff, subordinates, governmental and industrial representatives, and the general public.
- High level of proficiency in various computer programs including Microsoft Outlook, Office Suite Applications – Word and Excel; experience with Adobe and digital work order systems preferred.
- Of Ability to act as an "ambassador" of the Airport to all users to ensure safety, enjoyment, and to put forth the vision of the City and Department, and to direct and motivate subordinate staff to do the same.
- Ability to obtain and maintain a valid driver's license.
- 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.
- Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- 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, | X | lifting (specify 25 pounds)                             |

|   |                           |   |                                        |
|---|---------------------------|---|----------------------------------------|
|   | amber)                    |   |                                        |
| 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: 13Indirectly 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: \_\_\_\_\_

April 10, 2023

## **City of Burlington Job Description**

**Position Title:** Operations Manager

**Department:** Airport

**Reports to:** Deputy Director of Aviation Operations

**Pay Grade:** 21

**Job Code:**

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

### **General Purpose:**

Under the general direction of the Deputy Director of Aviation for Operations and through subordinate personnel, this position is responsible for the day-to-day operational management of the Burlington International Airport's airfield and properties, assuring continuous safety, security and strong customer service. The position requires an excellent understanding of Federal Aviation Administration (FAA) Regulations, specifically 14 CFR Part 139, Transportation and Security Administration (TSA) Regulations, specifically 49 CFR Part 1540 and 1542, aircraft emergency response, current airfield snow and ice control practices, wildlife management practices, airport badging, and communication skills. This position coordinates the schedule(s), work, equipment, required materials, and other resources to achieve maximum effectiveness and economy of operation.

### **Essential Job Functions:**

- Manages through direction from the Deputy Director of Aviation Operations, all Airside Operations tasks overseeing day to day operations and ensuring compliance with federal and legislative regulations and airport rules, policies and procedures.
- Manages Operations department that provides the basis for safe, secure, orderly and efficient airfield operations.
- Manages through direction from the Deputy Director of Aviation Operations, daily, weekly, quarterly and annual 14 CFR Part 139 inspection process with Airport Operations Specialists, including all employee, internal and external, training regulations such as movement and non-movement area driver training on the airfield.
- Manages, through direction from the Deputy Director of Aviation Operations, daily, weekly, and annual 49 CFR 1540 and 1542 federal requirements related to security of the terminal building and Sterile and Secure areas, inclusive of the access control systems, Airport badging program, background checks and training program for all internal and external employees of the airport.

- Manages, through direction from the Deputy Director of Aviation Operations, daily, weekly, and annual 49 CFR 1540 and 1542 federal requirements related to security of the airfield, including security fence and gates, training requirements for
- Follows and implements all federal rules, procedures, advisory circulars, and guidance on airfield operations
- Plans, organizes and supervises the work of airport operations personnel; inclusive of scheduling for coverage and payroll.
- Evaluates employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.
- Oversees the professional development of employees to support their overall engagement, growth, and goal achievement.
- Train employees in work and safety procedures and in the operation and use of equipment and supplies; implements and oversees safety procedures and standards; conducts safety training.
- Manages digital work orders; assigns/creates all tasks and projects.
- Inspects assigned work and work in progress for accuracy, proper work methods and techniques, and compliance with applicable standards and regulations.
- Implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures for airfield operations.
- Implement and review reoccurring task schedules to maximize efficiency and/or quality standards.
- Direct the day-to-day operational safety of the airfield and facilities according to FAA and TSA standards; including but not limited to, airfield inspections, Security Identification Display Area (SIDA) badging, access control system functionality, NOTAM management, and incident reports, and the staff to support such services 24/7.
- Coordinate mandated exercises, trainings, meetings, audits, paperwork and inspections according to FAA and TSA compliance standards with stakeholders.
- Enforce BTV's snow and ice control plan; direct airfield snow/ice condition reporting and surface closures according to FAA standards.
- Formulate comprehensive and concise instructions/procedures in both oral and written form. Create and update policies and procedures and make recommendations for improvements in safety and efficiency.
- Determines and recommends equipment, materials, technology solutions and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates, requests for quotes (RFQs) and requests for proposals (RFPs) in line with City's Purchasing policy; maintains a variety of records and prepares routine reports of work performance.

- Ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment.
- Troubleshoots, adjusts, and corrects complex operational problems in real time to achieve maximum efficiency and quality.
- Supports and actively participates with internal and external work groups and other Airport divisions to ensure the continuity of airport operations and federal compliance by participating in planning activities, development, design review, construction, and ensure transition from construction to operation.
- Directly coordinates with airport tenants, stakeholders and construction groups regarding projects to reduce operational impacts to users.
- Stays current on the status of new and pending regulatory legislation; recommends changes to current policies and procedures in order to comply with changes in legislation and the associated financial impact.
- Works with internal departments to ensure compliance with the provisions of related plans and programs required to comply with applicable local, State and Federal regulations.
- Coordinates Airport Certification Manual and TSA Airport Security Program Revisions as directed.
- Responds to and participates in airport emergencies and irregular operations, inclusive of inclement weather events, establishes priorities, and makes timely decisions under stressful conditions to emergencies and irregular operations of various size, scope, and scale. Serves as the primary airport point of contact for after-hours emergencies and irregular operations involving airport operations. Takes charge until relieved by a higher authority.
- Secondary duties may include covering the duties of the Airfield Manager in their absence, performing duties associated with emergencies inclusive of weather events.
- Ability to act as the Deputy Director of Aviation for Operations in the event of their absence.

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.

**Non-Essential Job Functions:**

- Perform other duties as required.

**Qualifications/Basic Job Requirements:**

- Bachelor's Degree in Airport or Aviation/Aerospace Management, Aviation/Aerospace Science, Business or Public Administration or a related field and at least three (3) years of experience in Airport Operations required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.

- At least three (3) years acting in a supervisory role in the field of airport operations required.
- Proof of COVID-19 vaccination required, reasonable accommodations will be considered.
- Currently Certified in Airport Security Coordinator (ASC) or ability to obtain certification within one (1) month of employment or less.
- Currently Certified in Airport Snow Expert (A.S.E.) or ability to obtain certification
- Currently Certified in Advanced Airport Safety and Operations School (ASOS) or ability to obtain certification within one (1) year of employment or less.
- Current Certified in National Incident Management System (NIMS) and Incident Command System (ICS) for Management tier and any assigned working groups or ability to obtain certification within six (6) months of employment or less, and complete refresher trainings as required.
- Knowledge of Title 14, Code of Federal Regulations, Part 139 (14 CFR Part 139).
- Knowledge of Title 49, Code of Federal Regulations, Part 1540 and 1542 (49 CFR Part 1540 and 1542).
- Knowledge of Airport Improvement Program (AIP) regulations and Passenger Facility Charge (PFC) Program parameters.
- Knowledge of FAA controlled and uncontrolled airport environments and the ability to effectively communicate with Air Traffic control and other vehicle operators.
- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less, and maintain badge privileges throughout employment.
- Ability to obtain a Movement-Area Burlington International Airport Ground Vehicle Operator Certification as an endorsement to the Secured Area ID badge, which includes a written and practical exam within one (1) month of employment or less, and maintain corresponding airfield driving privileges throughout employment.
- Ability to maintain effective working relationships with others in a team environment.
- Experience in and ability to formulate, monitor and allocate budget resources.
- Ability to inspect work and monitor projects for adherence to specifications, divisional procedures and other pertinent regulations and codes.
- Knowledge of supervisory practices and the ability to accomplish work through others.
- Demonstrated ability to achieve efficiencies by recommending and implementing innovative strategies.
- Ability to communicate effectively orally and in writing with supervisors, staff, subordinates, governmental and industrial representatives, and the general public.
- High level of proficiency in various computer programs including Microsoft Outlook, Office Suite Applications – Word and Excel; experience with Adobe and digital work order systems preferred.

- Ability to act as an "ambassador" of the Airport to all users to ensure safety, enjoyment, and to put forth the vision of the City and Department, and to direct and motivate department employees to do the same.
- Ability to obtain and maintain a valid driver's license.
- 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.
- Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- 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 25 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                |   | 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                          |   | electrical equipment                                    |



|   |                         |  |                      |
|---|-------------------------|--|----------------------|
| X | works with others       |  | mechanical equipment |
| X | face-to-face contact    |  |                      |
| X | verbal contact w/others |  |                      |

**Supervision:**

Directly Supervises: \_\_7\_\_

Indirectly Supervises: \_\_0\_\_

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

February 6, 2023

## **City of Burlington Job Description**

**Position Title:** Airfield Manager

**Department:** Airport

**Reports to:** Deputy Director of Aviation Operations

**Pay Grade:** 21

**Job Code:**

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

### **General Purpose:**

Under the general direction of the Deputy Director of Aviation for Operations and through subordinate personnel, this position is responsible for the maintenance of the Burlington International Airport's airfield and equipment. The position requires an excellent understanding of Federal Aviation Administration (FAA) Regulations, specifically 14 CFR Part 139, Transportation and Security Administration (TSA) Regulations, specifically 49 CFR Part 1540 and 1542, airfield layouts, aircraft emergency response, airfield lighting, current airfield maintenance techniques and practices, airfield snow and ice control practices, equipment maintenance, and communication skills. This position coordinates the schedule(s), work, equipment, required materials, and other resources to achieve maximum effectiveness and economy of operation.

### **Essential Job Functions:**

- Manages airfield maintenance providing oversight regarding repair, inspection, alteration, and all other maintenance activities on the airfield.
- Manages airport equipment fleet maintenance, including planning and organizing overall operational needs of the airport fleet maintenance
- Responsible for ensuring the best possible surface for aircraft takeoff, landing, and taxiing in accordance with Federal Regulations, including preparing a comprehensive preventative maintenance program.
- Manages employees and outside contractors responsible for managing, repairing, modifying, and maintaining airfield properties, pavement structure, security fence lines, markings signage and landscape.
- May manage administrative and construction coordination for capital planning projects and participate in design and planning/review.
- Manages overall Snow and Ice Control Plan and associated snow crews on the airfield during weather events
- Plans, organizes and supervises the work of airport airfield maintenance, electrical and equipment maintenance personnel; inclusive of scheduling for coverage and payroll.
- Evaluates employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.

- Oversees the professional development of employees to support their overall engagement, growth, and goal achievement.
- Train employees in work and safety procedures and in the operation and use of equipment and supplies; implements and oversees safety procedures and standards; conducts safety training.
- Manages digital work orders; assigns/creates all tasks and projects.
- Inspects assigned work and work in progress for accuracy, proper work methods and techniques, and compliance with applicable standards and regulations.
- Implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures for assigned areas of responsibility.
- Implement and review reoccurring and preventative maintenance schedules to maximize efficiency and/or quality standards.
- Digitize and maintain accurate inventory of equipment and supplies.
- Direct the day-to-day maintenance of all airfield surfaces according to FAA standards and BTV's wildlife management program; including but not limited to the painting, rubber removal, crack sealing, weed whacking, mowing, brush hogging and tree removal on runways, taxiways, aprons, and unpaved areas, as well as fence repairs.
- Enforce BTV's snow and ice control plan; direct airside snow/ice removal activities and material resource applications according to FAA standards and BTV's snow and ice control plan; direct landside snow/ice removal activities and material resource applications according to industry standards in the absence of the Properties Manager.
- Formulate comprehensive and concise instructions/procedures in both oral and written form. Recommends and updates policies and procedures and makes recommendations for improvements in safety and efficiency.
- Determines and recommends equipment, materials, technology solutions and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates, requests for quotes (RFQs) and requests for proposals (RFPs) in line with City's Purchasing policy; maintains a variety of records and prepares routine reports of work performance.
- Ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment.
- Troubleshoots, adjusts, and corrects complex operational, mechanical or equipment problems in real time to achieve maximum efficiency and quality.
- Supports and actively participates with internal and external work groups and other Airport divisions to ensure the continuity of airport operations and federal compliance by participating in planning activities, development, design review, construction, and ensures a seamless transition from construction to operation and maintenance.
- Directly coordinates with airport tenants, stakeholders and construction groups regarding projects to reduce operational impacts to users.
- Stays current on the status of new and pending regulatory legislation; recommends changes to current policies and procedures in order to comply with changes in legislation and the associated financial impact.
- Works with internal departments to ensure compliance with the provisions of related plans and programs required to comply with applicable local, State and Federal regulations.

- Responds to and participates in airport emergencies and irregular operations, inclusive of inclement weather events, establishes priorities, and makes timely decisions under stressful conditions to emergencies and irregular operations of various size, scope, and scale. Serves as the primary airport point of contact for after-hours emergencies and irregular operations involving the airfield. Takes charge until relieved by a higher authority.
- Ability to act as Manager of Operations in the event of their absence.
- Ability to act as the Deputy Director of Aviation for Operations in the event of their absence.

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.

**Non-Essential Job Functions:**

- Perform other duties as required.

**Qualifications/Basic Job Requirements:**

- Bachelor's Degree in Construction Management, Facilities Management, Engineering, Business Administration, Public Administration, or a related field and at least three (3) years of experience in maintenance or construction trades required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- At least three (3) years acting in a supervisory role in the field of airport maintenance or airport construction required.
- Proof of COVID-19 vaccination required, reasonable accommodations will be considered.
- Current Certified Airport Snow Expert (A.S.E.) or ability to obtain certification
- Knowledge of Airport Layouts, including but not limited to, lighting, paint markings, fencing, and imaginary surfaces.
- Knowledge of Title 14, Code of Federal Regulations, Part 139 (14 CFR Part 139).
- Knowledge of Title 49, Code of Federal Regulations, Part 1540 and 1542 (49 CFR Part 1540 and 1542).
- Knowledge of Airport Improvement Program (AIP) regulations and Passenger Facility Charge (PFC) Program parameters.
- Knowledge of FAA controlled and uncontrolled airport environments and the ability to effectively communicate with Air Traffic control and other vehicle operators.
- Ability to obtain a Burlington International Airport Security Identification Display Area (SIDA) badge, which includes a 10-year fingerprint based criminal history records check, a security threat assessment check and a written exam within one (1) month of employment or less, and maintain badge privileges throughout employment.
- Ability to obtain a Movement-Area Burlington International Airport Ground Vehicle Operator Certification as an endorsement to the Secured Area ID badge, which includes a written and practical exam within one (1) month of employment or less, and maintain corresponding airfield driving privileges throughout employment.

- Ability to maintain effective working relationships with others in a team environment.
- Experience in and ability to formulate, monitor and allocate budget resources.
- Ability to inspect work and monitor projects for adherence to specifications, divisional procedures and other pertinent regulations and codes.
- Knowledge of supervisory practices and the ability to accomplish work through others.
- Demonstrated ability to achieve efficiencies by recommending and implementing innovative strategies.
- Ability to communicate effectively orally and in writing with supervisors, staff, subordinates, governmental and industrial representatives, and the general public.
- High level of proficiency in various computer programs including Microsoft Outlook, Office Suite Applications – Word and Excel; experience with Adobe and digital work order systems preferred.
- Ability to act as an "ambassador" of the Airport to all users to ensure safety, enjoyment, and to put forth the vision of the City and Department, and to direct and motivate subordinate staff to do the same.
- Ability to obtain and maintain a valid driver's license.
- 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.
- Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- 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 __ pounds)                             |
| X | hearing/listening                    | X | carrying (specify __ 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: 9

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: \_\_\_\_\_

February 6, 2023

# City of Burlington

## Job Description

**Position Title: Working Foreman (Landside)**

**Department: Airport**

**Reports to: ~~Director of Maintenance~~ Customer Experience Manager**

**Pay Grade: 16**

**Job Code: 412**

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

**Union: AFSCME**

### **General Purpose:**

This position is responsible for scheduling, coordinating and supervising landside related grounds maintenance activities. In addition, this position is responsible for snow removal of all airport landside primary and secondary surfaces. This position is responsible for coordinating work crews, equipment, and resources to achieve maximum effectiveness.

### **Essential Job Functions:**

- Supervise, coordinate and schedule work crews ensuring that landside grounds are properly maintained.
- Monitor and direct work crews using 2-way radio equipment to ensure that safety regulations are adhered to and public safety is held to high standards.
- Effectively communicate with air traffic control and other maintenance crews using FAA radio procedures.
- Educate and train staff in, but not limited to, Airport Winter Safety and Operations, line striping, grounds maintenance, and security regulations.
- Maintain routine daily maintenance to vehicles and heavy equipment including but not limited to bucket loaders, bulldozers, tractors and dump trucks.
- Operate specialized airport heavy snow removal equipment such as runway sweepers, snow blowers, ramp plows, and high speed runway plows as necessary in emergency cases.
- Oversee primary and secondary snow removal operations in relation to roadways, sidewalks, parking garage, and paths of egress from terminal. This position assumes all crew leader duties.
- Perform landscaping on all Airport properties to include but not limited to mowing, `planting, pruning, fertilizing, and mulching.
- Monitor and maintain appropriate supply levels including but not limited to salt, sand, sidewalk deicer, topsoil, seed, fertilizer, etc.
- Operation small equipment including but not limited to chainsaws, cut saws, week whackers, lawn mowers and line strippers.
- Create specifications and provide budget input for new airport grounds maintenance equipment.
- Provide detailed materials lists and labor estimates on Airport grounds maintenance projects.
- Maintain administrative documents and records, including but not limited to maintenance logs and parts and supply inventories.

- Work with contractors and architects on landscaping projects to ensure design specifications and projects adhere to airport quality standards.
- Other duties as assigned.

### **Qualifications/Basic Job Requirements:**

- High school diploma or equivalent.
- Minimum of 3 years experience landscaping or related field required.
- Minimum of 3 years experience in snow removal operations on roads and parking lots required.
- Must have valid a Driver's License.
- Ability to obtain and maintain a Class B Commercial Drivers License.
- Minimum of one year in a Supervisory/leadership role required.
- Ability to provide input to and work within department budget.
- Ability to work independently.
- Ability to make sound assessments and decisions under the pressure of emergency snow situations.
- Ability to direct the work activities of a small work crew.
- Ability to be on call as required, including nights, weekends, and holidays.
- Ability to communicate effectively and professionally with the Airport staff, contractors, federal, state and local government representatives, and the general public.
- Must be able to handle various projects at the same time, work effectively under pressure and keep schedules on tract.
- Ability to read and analyze specifications and blueprints to ensure work complies with contract specifications.
- Basic computer skills 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.

|                                                                             |                                                                                     |                                                                      |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                                  | <input checked="" type="checkbox"/> ability to move distances                       | <input checked="" type="checkbox"/> lifting (specify)                |
| <input checked="" type="checkbox"/> color perception<br>(red, green, amber) | within and between<br>warehouses/offices                                            | <input checked="" type="checkbox"/> 50 pounds                        |
| <input checked="" type="checkbox"/> hearing/listening                       | <input checked="" type="checkbox"/> climbing                                        | <input checked="" type="checkbox"/> carrying (specify)               |
| <input checked="" type="checkbox"/> clear speech                            | <input checked="" type="checkbox"/> ability to mount and<br>dismount forklift/truck | <input checked="" type="checkbox"/> 50 pounds                        |
| <input checked="" type="checkbox"/> touching                                | <input checked="" type="checkbox"/> pushing/pulling                                 | <input checked="" type="checkbox"/> driving (local/over<br>the road) |
| <input checked="" type="checkbox"/> dexterity                               |                                                                                     |                                                                      |
| <input checked="" type="checkbox"/> hand                                    |                                                                                     |                                                                      |
| <input checked="" type="checkbox"/> finger                                  |                                                                                     |                                                                      |



|                                                             |                                                          |                                                            |
|-------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> reading - basic                    | <input checked="" type="checkbox"/> math skills - basic  | <input checked="" type="checkbox"/> analysis/comprehension |
| <input checked="" type="checkbox"/> reading - complex       | <input type="checkbox"/> math skills - complex           | <input checked="" type="checkbox"/> judgment/decision      |
| <input checked="" type="checkbox"/> writing - basic         | <input checked="" type="checkbox"/> clerical             | making                                                     |
| <input type="checkbox"/> writing - complex                  |                                                          |                                                            |
| <input type="checkbox"/> shift work                         | <input checked="" type="checkbox"/> outside              | <input checked="" type="checkbox"/> pressurized equipment  |
| <input checked="" type="checkbox"/> works alone             | <input checked="" type="checkbox"/> extreme heat         | <input checked="" type="checkbox"/> moving objects         |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold         | <input checked="" type="checkbox"/> high places            |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                | <input checked="" type="checkbox"/> fumes/odors            |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment | <input checked="" type="checkbox"/> hazardous materials    |
| <input checked="" type="checkbox"/> inside                  | <input checked="" type="checkbox"/> electrical equipment | <input checked="" type="checkbox"/> dirt/dust              |

### Supervision:

Directly Supervises: 3-8 (Seasonal) 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: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

## City of Burlington Job Description

**Position Title:** Airport Working Forman (Facilities)

**Department:** Burlington International Airport

**Reports to:** ~~Assistant Director of Maintenance~~Properties Manager

**Pay Grade:** 16

**Job Code:** 412

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

**Union:** AFSCME

**General Purpose:** This position is responsible for scheduling, coordinating and supervising Airport facilities and related maintenance activities. In addition this position is responsible for assuring the availability of equipment and materials to support the installation, repair and maintenance of the facilities. This position acts as snow crew leader.

### Essential Job Functions:

- ~~Direct~~Coordinate Airport facilities maintenance employees to distribute workload, supervises activities, and resolve problems
- Perform skilled labor along with crew members and seasonal employees in addition to coordinating crew activities, reviewing work, and providing technical oversight.
- Maintain control over progress and quality of work and conformance to job specifications and departmental standards.
- Perform facilities maintenance, repair, or construction work outdoors in all weather conditions.
- ~~Direct~~Coordinate a snow removal team on the Airport airfield in a coordinated snow removal effort by distributing workloads, assigning equipment and resolving problems specific to the snow team's removal effort during ongoing snow operations.
- Operate specialized airport heavy snow removal equipment such as runway sweepers, snow-blowers, ramp plows and high-speed runway plows.
- Respond to all tenant complaints in airport owned and operated facilities
- Interact with tenants, managers, and contractors to coordinate correction of maintenance issues which are airport responsibilities as outlined in airport lease agreements.
- Research, recommend and purchase materials related to the operation and repair of airport owned facilities.
- Initiate maintenance agreements and implement operation and maintenance (O&M) procedures for new facilities and equipment.
- Train facilities maintenance workers in O&M procedures.
- Be able to multitask, respond to multiple requests for assistance and repair, and prioritize complaints, repairs and responses.
- Monitor and administer janitorial, solid waste, terminal music and announcement systems, Flight Information Systems (FIDS), elevator, escalator, and other facility maintenance and repair contracts as assigned.
- Monitor and administer employee uniform contract.

- Maintain overhead door, baggage belt, lavatory and other equipment necessary to the operation of airport facilities.
- Maintain parking garage ticket equipment, credit card systems, and entrance/exit equipment in coordination with DPW and contractors.
- Monitor and maintain appropriate supply levels of facilities maintenance materials
- Perform continual inspections of the Airport facilities and initiate required corrections.
- Identify facilities maintenance work that may require an outside contractor. Schedule, coordinate, and monitor work performed by outside contractors. Inspect and authorize contractor work and sign off on work orders and completion records.
- Maintain records relating to facilities maintenance and regulatory requirements.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- High school diploma or equivalent
- Minimum of 3 years experience in snow removal operations on roads and parking lots required.
- Must have valid a Driver's License
- Ability to obtain and maintain a Class B Commercial Drivers License.
- Minimum of one year in a Supervisory/leadership role required
- Ability to provide input to and work within department budget.
- Ability to work independently.
- Ability to make sound assessments and decisions under the pressure of emergency snow situations.
- Ability to direct the work activities of a small work crew.
- Ability to be on call as required, including nights, weekends, and holidays.
- Ability to communicate effectively and professionally with the Airport staff, tenants, contractors, federal, state and local government representatives, and the general public.
- Must be able to handle various projects at the same time, work effectively under pressure and keep schedules on tract.
- Ability to read and analyze specifications and blueprints to ensure work complies with contract specifications.
- Basic computer skills required, including but not limited to the use of spreadsheets, word processing, and email software.

**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.

|                                                       |                                                               |                                                        |
|-------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing            | <input checked="" type="checkbox"/> ability to move distances | <input checked="" type="checkbox"/> lifting (specify)  |
| <input checked="" type="checkbox"/> color perception  | within and between                                            | <input type="checkbox"/> 50 pounds                     |
| (red, green, amber)                                   | warehouses/offices                                            | <input checked="" type="checkbox"/> carrying (specify) |
| <input checked="" type="checkbox"/> hearing/listening | <input checked="" type="checkbox"/> climbing                  | <input type="checkbox"/> 10 pounds                     |

|                                                             |                                                          |                                                           |
|-------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> clear speech            | <input checked="" type="checkbox"/> ability to mount and | <input checked="" type="checkbox"/> driving (local/over   |
| <input checked="" type="checkbox"/> touching                | dismount forklift/truck                                  | the road)                                                 |
| <input checked="" type="checkbox"/> dexterity               | <input checked="" type="checkbox"/> pushing/pulling      |                                                           |
| <input checked="" type="checkbox"/> hand                    |                                                          |                                                           |
| <input checked="" type="checkbox"/> finger                  |                                                          |                                                           |
| <input checked="" type="checkbox"/> reading - basic         | <input checked="" type="checkbox"/> math skills - basic  | <input checked="" type="checkbox"/>                       |
|                                                             |                                                          | analysis/comprehension                                    |
| <input type="checkbox"/> reading – complex                  | <input type="checkbox"/> math skills - complex           | <input checked="" type="checkbox"/> judgment/decision     |
| <input checked="" type="checkbox"/> writing - basic         | <input type="checkbox"/> clerical                        | making                                                    |
| <input type="checkbox"/> writing - complex                  |                                                          |                                                           |
| <input checked="" type="checkbox"/> shift work              | <input checked="" type="checkbox"/> outside              | <input checked="" type="checkbox"/> pressurized equipment |
| <input checked="" type="checkbox"/> works alone             | <input checked="" type="checkbox"/> extreme heat         | <input checked="" type="checkbox"/> moving objects        |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold         | <input checked="" type="checkbox"/> high places           |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                | <input checked="" type="checkbox"/> fumes/odors           |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment | <input checked="" type="checkbox"/> hazardous materials   |
| <input checked="" type="checkbox"/> inside                  | <input checked="" type="checkbox"/> electrical equipment | <input checked="" type="checkbox"/> dirt/dust             |

**Supervision:**

Directly Supervises: 07 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: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

## City of Burlington Job Description

**Position Title:** Working Foreman - Ground Transportation

**Department:** Airport

**Reports to:** ~~Director of Ground Transportation~~ Customer Experience Manager

**Pay Grade:** 16

**Job Code:** XX

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

**Union:** AFSCME

**General Purpose:** This position is responsible for assisting in the day to day supervision of staff and oversight of the Burlington International Airport Ground Transportation which includes Parking Garage, Taxis, TNC Operators, and Rental Cars. This position is also responsible for the flow of airport customers through all transportation avenues and supporting staff in providing customer service and safety measures.

**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.)

- Oversee Airport Ambassador employees, train, schedule-for coverage, resolve conflicts, empower and motivate employees.
- Offer guidance and “coaching” to employees to promote a team philosophy and principles.
- Ensure that Airport Ambassadors are knowledgeable and able to communicate information regarding the rules and regulations associated with Ground Transportation Services, in addition to the availability of all Ground Transportation Services.
- Be both courteous and professional in interactions with the public and model excellent customer service and conflict resolution skills.
- Enforce airport rules and regulations and City Ordinances relating to ground transportation services, traffic flow, and parking of vehicles, including but not limited to directing traffic and issuing tickets for parking and traffic violations as appropriate.
- Under general supervision, prepare correspondence with regard to various Ground Transportation procedures and guidelines.
- Understand and assist with Ground Transportation duties such as; driver and vehicle licensing, which includes collection of payment, paperwork processing, and performance of annual vehicle inspections.
- Coordinate the employee parking program by issuing cards, and receiving and recording payments for submittal to the Administrative Office.

- Ensure the Ground Transportation supplies and equipment are at adequate levels, and order supplies to allow for replacement in a timely manner.
- Prepare a variety of daily, monthly and yearly end reports as they relate to Ground Transportation.
- Coordinate the patrol of areas outside Airport Terminal and Parking Garage in addition to employee breaks.
- Follow procedures and prevent security breaches by properly manning the North Concourse Exit Lane as directed by Airport Operations.
- Communicate and cooperate on security and customer service matters with Airport Operations and Burlington Police officers assigned to the Airport.
- Coordinate the flow of airport customers through the terminal building, roadways, and parking garage, including assisting with luggage and wheelchairs, giving directions, parking information and security requirements.
- Assist with the monitoring and counting vehicles in the parking garage, including directing vehicles to the off premises parking lot when the parking garage has reached capacity.
- Upkeep of daily communication log between employees.
- Remain informed of airline arrival and departure schedule at the Burlington International Airport.
- Observe, understand and be knowledgeable regarding Airport and TSA security requirements.
- .

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- High school diploma or equivalent and three years of supervisory experience in customer service and/or parking operations required.
- Ability to obtain and maintain a Valid Vermont State driver's license.
- Must have reliable and working transportation to ensure prompt response to emergencies.
- Ability to work in a Windows based environment with knowledge of work-processing, spreadsheet and database software.
- Ability to interact with the general public, staff members, supervisors, outside contractors, and various professional and private customers in a courteous and professional manner.
- Ability to deal with stressful customer confrontations in a professional manner.
- Ability to work extended periods of time in all weather conditions.
- Ability to coordinate the activities of staff in various locations.
- Ability to be on call and respond to emergency call-ins and to work weekends, nights, and holidays as required.
- Ability to communicate using basic writing skills.
- Ability to communicate effectively orally.
- Ability to process monetary transactions and apply basic math skills

- Ability to properly use equipment including two-way handheld radios capable of tuning into Airport frequencies.
- Must be able to stand for several hours at a time.
- Ability to train and motivate subordinate workers while leading by example. Experience in airport or security preferred but not required. Ability to obtain a Burlington International Airport Secured Area ID badge which includes a 10 year fingerprint based criminal history records check, a security threat assessment check and a written exam.
- 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.

|                                                             |                                                               |                                                            |
|-------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                  | <input checked="" type="checkbox"/> ability to move distances | <input type="checkbox"/> lifting (specify)                 |
| <input checked="" type="checkbox"/> color perception        | within and between                                            | <input type="checkbox"/> 100 pounds                        |
| (red, green, amber)                                         | warehouses/offices                                            | <input type="checkbox"/> carrying (specify)                |
| <input checked="" type="checkbox"/> hearing/listening       | <input checked="" type="checkbox"/> climbing                  | <input type="checkbox"/> 100 pounds                        |
| <input checked="" type="checkbox"/> clear speech            | <input checked="" type="checkbox"/> ability to mount and      | <input checked="" type="checkbox"/> driving (local/over    |
| <input checked="" type="checkbox"/> touching                | dismount forklift/truck                                       | the road)                                                  |
| <input checked="" type="checkbox"/> dexterity               | <input checked="" type="checkbox"/> pushing/pulling           |                                                            |
| <input checked="" type="checkbox"/> hand                    |                                                               |                                                            |
| <input checked="" type="checkbox"/> finger                  |                                                               |                                                            |
| <input checked="" type="checkbox"/> reading - basic         | <input checked="" type="checkbox"/> math skills - basic       | <input checked="" type="checkbox"/> analysis/comprehension |
| <input type="checkbox"/> reading - complex                  | <input type="checkbox"/> math skills - complex                | <input checked="" type="checkbox"/> judgment/decision      |
| <input checked="" type="checkbox"/> writing - basic         | <input checked="" type="checkbox"/> clerical                  | making                                                     |
| <input type="checkbox"/> writing - complex                  |                                                               |                                                            |
| <input checked="" type="checkbox"/> shift work              | <input checked="" type="checkbox"/> outside                   | <input checked="" type="checkbox"/> pressurized equipment  |
| <input type="checkbox"/> works alone                        | <input checked="" type="checkbox"/> extreme heat              | <input checked="" type="checkbox"/> moving objects         |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold              | <input checked="" type="checkbox"/> high places            |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                     | <input checked="" type="checkbox"/> fumes/odors            |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment      | <input checked="" type="checkbox"/> hazardous materials    |
| <input checked="" type="checkbox"/> inside                  | <input checked="" type="checkbox"/> electrical equipment      | <input checked="" type="checkbox"/> dirt/dust              |

### Supervision:

Directly Supervises: 10-15

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: \_\_\_\_\_

Updated 07/31/2012



## City of Burlington Job Description

**Position Title:** Airport Operations Foreman –Operations Division

**Department:** Burlington Airport

**Reports to:** Operations Manager ~~Director of Operations~~

**Pay Grade:** 17

**Job Code:** 407

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

**Union:** AFSCME

**General Purpose:** This position will assist the Director of Operations in daily airport activities, reviewing aeronautical conditions and making recommendations for operational safety. This position is responsible for assisting in the overall leadership, direction, and technical expertise to the Operation Division programs and performs the duties of Airport Operations Specialist. In addition, this position will also act on behalf of the Director of Operations and assume those responsibilities when designated and/or in the case of the absence of the Director of 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.)

**Essential Functions:**

- All Essential job Functions of the Airport Operations Specialist
- Assists in the development of maintenance and construction plans and review for compliance with industry and governmental standards.
- Assists in the supervision of the operations, terminal, grounds and airfield.
- Assists in the management of operations personnel through employee selection, performance, evaluation, promotion and training.
- Assists in the planning and implementation of projects, assignments and schedules including manpower requirements, specific work assignments, and quality control supervision to insure satisfactory performance and results.
- Recommends physical improvements to maintain or improve efficient operation of the airport.
- Helps develop training programs and procedures to insure subordinate personnel are adequately trained for safe and efficient performance of assigned duties.
- Assumes the responsibilities of the Director of Operations during absences.
- Helps ensure that the concerns and interests of the public are met with superior customer service.
- Coordinate airport security procedures and assist in administering access control systems.

- Assist in the coordination of airport information technology systems.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- BS in aviation/airport management or related field and 3 years of experience in an aviation/airport environment required.
- In depth knowledge of acceptable conditions for the safe operation of aircraft required.
- Must possess all specific qualifications listed for the position of Airport Operations Specialist.
- Must undergo and pass a fingerprint-based criminal history record check in accordance with CFR 154.209.
- Must have in-depth knowledge of CFR 1542 and be able to qualify for and perform the duties of an Airport Security Coordinator.
- Must have an in-depth knowledge of the Incident Command System and possess a demonstrated ability to manage emergency situations at a Part 139 air carrier airport in an airfield environment.
- Must have three years of experience at a Part 139 Snow Belt airport coordinating all facets of snow removal operations.
- Must have a demonstrated ability to safety coordinate complex construction projects with on-going air operations in a Part 139 air carrier environment.
- Demonstrable leadership and management potential based on experience or education.
- Must demonstrate ability to work independently.
- Must be a flexible team player who can move readily from the role of manager and supervisor to that of working operations shifts.
- Must be available to be on-call on a regular basis.
- Ability to work outdoors in all weather conditions to conduct inspections and manage snow operations, including on active air traffic runways and taxiways.
- Ability to be on-call for emergencies and weather conditions.

**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.

|                                                       |                                                    |                                                         |
|-------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing            | <input type="checkbox"/> ability to move distances | <input type="checkbox"/> lifting (specify)              |
| <input checked="" type="checkbox"/> color perception  | within and between                                 | <input type="checkbox"/> pounds                         |
| (red, green, amber)                                   | warehouses/offices                                 | <input type="checkbox"/> carrying (specify)             |
| <input checked="" type="checkbox"/> hearing/listening | <input type="checkbox"/> climbing                  | <input type="checkbox"/> pounds                         |
| <input checked="" type="checkbox"/> clear speech      | <input type="checkbox"/> ability to mount and      | <input checked="" type="checkbox"/> driving (local/over |
| <input checked="" type="checkbox"/> touching          | dismount forklift/truck                            | the road)                                               |
| <input checked="" type="checkbox"/> dexterity         | <input type="checkbox"/> pushing/pulling           |                                                         |
| <input checked="" type="checkbox"/> hand              |                                                    |                                                         |

|                                                                 |                                                               |                                                                |
|-----------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------|
| <input checked="" type="checkbox"/> _x_ finger                  |                                                               |                                                                |
| <input type="checkbox"/> _ reading - basic                      | <input type="checkbox"/> _ math skills - basic                | <input checked="" type="checkbox"/> _x_ analysis/comprehension |
| <input checked="" type="checkbox"/> _x_ reading – complex       | <input checked="" type="checkbox"/> _x_ math skills - complex | <input checked="" type="checkbox"/> _x_ judgment/decision      |
| <input type="checkbox"/> _ writing - basic                      | <input checked="" type="checkbox"/> _x_ clerical              | making                                                         |
| <input checked="" type="checkbox"/> _x_ writing - complex       |                                                               |                                                                |
| <input type="checkbox"/> _ shift work                           | <input checked="" type="checkbox"/> _x_ outside               | <input type="checkbox"/> _ pressurized equipment               |
| <input type="checkbox"/> _ works alone                          | <input checked="" type="checkbox"/> _x_ extreme heat          | <input type="checkbox"/> _ moving objects                      |
| <input checked="" type="checkbox"/> _x_ works with others       | <input checked="" type="checkbox"/> _x_ extreme cold          | <input type="checkbox"/> _ high places                         |
| <input checked="" type="checkbox"/> _x_ verbal contact w/others | <input checked="" type="checkbox"/> _x_ noise                 | <input type="checkbox"/> _ fumes/odors                         |
| <input checked="" type="checkbox"/> _x_ face-to-face contact    | <input checked="" type="checkbox"/> _x_ mechanical equipment  | <input type="checkbox"/> _ hazardous materials                 |
| <input checked="" type="checkbox"/> _x_ inside                  | <input checked="" type="checkbox"/> _x_ electrical equipment  | <input type="checkbox"/> _ 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: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

## City of Burlington Job Description

**Position Title:** Working Foreman (Airfield)

**Department:** Airport

**Reports to:** ~~Director of Maintenance~~ Airfield Manager

**Pay Grade:** 16

**Job Code:** 412

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

**Union:** AFSCME

### **General Purpose:**

This position is responsible for scheduling, coordinating and supervising Airfield related maintenance activities. In addition this position is responsible for assuring the availability of equipment and materials to support the installation, repair and maintenance of the Airfield.

### **Essential Job Functions:**

- Coordinate and schedule work crews ensuring that Airfield is properly maintained in accordance with FAA regulations.
- Oversee primary and secondary snow removal in relation to runway, taxiways, ramps, and access roads.
- Monitor and direct work crews using 2-way radio equipment to ensure that safety regulations are adhered to.
- Insure safety between air traffic and vehicles on all movement and non-movement areas of snow removal surfaces.
- Maintain up-to-date FAA Advisory and Regulatory Standards.
- Educate and train staff in including but not limited to Airport Winter Safety and Operations, line striping, general safety (Part 139), erosions, grades, flight paths and security regulations.
- Ensure the Airfield is within regulatory standards for FAA inspection.
- Must be available to assist and respond to runway cleanup in the event of an aircraft emergency.
- Maintain routine daily maintenance to vehicles and heavy equipment.
- Operate heavy equipment included but not limited to bucket loaders, bulldozers, tractors and dump trucks.
- Operate specialized airport heavy snow removal equipment such as runway sweepers, snow-blowers, ramp plows and high-speed runway plows.
- Monitor and maintain appropriate supply levels including but not limited to urea, sand, asphalt, topsoil, seed, paint and concrete patch.
- Gather information regarding new equipment purchases and work in conjunction with Mechanic to design bid specifications.
- Maintain 850 acres of Airport property as per FAA regulations.
- Operate small equipment including but not limited to chainsaws, cut saws, jack hammer, weed wackers, lawn mowers and line strippers.

- Other duties as assigned.

### **Qualifications/Basic Job Requirements:**

- High school diploma or equivalent and 5 years experience in Airfield maintenance.
- Ability to obtain and maintain a Vermont Driver's license.
- Ability to obtain and maintain a Class B Commercial Drivers License.
- Supervisory/leadership experience preferred.
- Ability to lift 50 lbs.
- Ability to train and motivate subordinate workers.
- Ability to work independently.
- Ability to make sound assessments and decisions under the pressure of emergency snow situations.
- Ability to direct the work activities of a small work crew.
- Ability to be on call as required, sometimes involving nights, weekends and holidays.
- Ability to communicate effectively both orally and in writing.

### **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.

|                                                             |                                                               |                                                           |
|-------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                  | <input checked="" type="checkbox"/> ability to move distances | <input checked="" type="checkbox"/> lifting (specify)     |
| <input checked="" type="checkbox"/> color perception        | within and between                                            | <input type="checkbox"/> 50 pounds                        |
| (red, green, amber)                                         | warehouses/offices                                            | <input checked="" type="checkbox"/> carrying (specify)    |
| <input checked="" type="checkbox"/> hearing/listening       | <input checked="" type="checkbox"/> climbing                  | <input type="checkbox"/> 50 pounds                        |
| <input checked="" type="checkbox"/> clear speech            | <input checked="" type="checkbox"/> ability to mount and      | <input checked="" type="checkbox"/> driving (local/over   |
| <input checked="" type="checkbox"/> touching                | dismount forklift/truck                                       | the road)                                                 |
| <input type="checkbox"/> dexterity                          | <input checked="" type="checkbox"/> pushing/pulling           |                                                           |
| <input type="checkbox"/> hand                               |                                                               |                                                           |
| <input type="checkbox"/> finger                             |                                                               |                                                           |
| <input type="checkbox"/> reading - basic                    | <input checked="" type="checkbox"/> math skills - basic       | <input type="checkbox"/> analysis/comprehension           |
| <input checked="" type="checkbox"/> reading - complex       | <input type="checkbox"/> math skills - complex                | <input checked="" type="checkbox"/> judgment/decision     |
| <input checked="" type="checkbox"/> writing - basic         | <input checked="" type="checkbox"/> clerical                  | making                                                    |
| <input type="checkbox"/> writing - complex                  |                                                               |                                                           |
| <input type="checkbox"/> shift work                         | <input checked="" type="checkbox"/> outside                   | <input checked="" type="checkbox"/> pressurized equipment |
| <input checked="" type="checkbox"/> works alone             | <input checked="" type="checkbox"/> extreme heat              | <input checked="" type="checkbox"/> moving objects        |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold              | <input checked="" type="checkbox"/> high places           |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                     | <input checked="" type="checkbox"/> fumes/odors           |

Working Foreman (Airfield)

Page 3 of 3

☒ face-to-face contact

☒ mechanical equipment

☒ hazardous materials

☒ inside

☒ electrical equipment

☒ dirt/dust

**Supervision:**

Directly Supervises: 3-8 (seasonal)

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: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions

## City of Burlington Job Description

**Position Title:** Equipment Maintenance Foreman ( Airport )

**Department:** Airport

**Reports to:** ~~Director of Maintenance~~ Airfield Manager

**Pay Grade:** 17

**Job Code:** 413

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

**Union:** AFSCME

### General Purpose:

This position is responsible for the oversight of the Airport Maintenance Shop. In addition this position is responsible for carrying out repairs as needed.

### Essential Job Functions:

- Supervises, trains, evaluates and motivates all Airport Mechanic staff ensuring preventative maintenance schedules are adhered to on all Airport vehicles and equipment.
- Coordinates and schedule work assignments for Mechanics and shop personnel.
- Maintains all equipment and machinery repair records and produce reports as required.
- Maintains inventory and requisitions parts, supplies and equipment ensuring all inventory items are in-stock when needed.
- Maintains up-to-date service manuals on fleet of Airport vehicles and equipment.
- Maintains records for motor vehicle inspections performed.
- Diagnoses equipment and machinery to determine most cost effective solution.
- Design, fabricate and modify equipment or specialized tools as needed for repair.
- Coordinates, schedules and performs auto body work and painting of vehicles and equipment.
- Inspect and repair stationary generators, motors and pumps as required.
- Adjusts, replaces and repairs mechanical, pneumatic, hydraulic, and electrical systems.
- Diagnose, monitor, and repair problems with use of Scantool on electronic Diesel Engines, Electronic Transmissions, and motor vehicles equipped with OBDII and pre OBDII Electronic Emission Systems.
- Oversees and handles hazardous waste containment and record keeping, in compliance with all federal, state and local OSHA and VOSHA regulations.
- Research and analyze information on replacement vehicles and equipment and write technical bid specifications and make recommendations for purchasing.
- Coordinates repair/replacement of mobile 2-way radio's and vehicle emergency lighting.
- Operation of specialized heavy equipment to maintain snow and ice removal in accordance to Federal Aviation Administration regulations.
- Assure that safety procedures are followed in the maintenance shop in compliance with all federal, state and local OSHA and VOSHA.

- Prepare fuel monitor report for the State of Vermont and assure fuels system is functioning properly.
- Assigned to snow removal team as directed operating heavy equipment.
- Carry out other related duties as required.

### **Qualifications/Basic Job Requirements:**

- Graduation from an accredited vocational or technical school in mechanics and two years of experience as a mechanic on heavy equipment with one year supervising vehicle maintenance programs; or a High school diploma or equivalent and five years experience as a mechanic on heavy equipment with one year supervising vehicle maintenance programs required.
- Ability to obtain and maintain Motor Vehicle Inspection License required.
- Ability to obtain and maintain a valid Vermont State Driver's license required.
- Must pass a ten year fingerprint based criminal background check for SIDA badge.
- Must pass a FAA approved drivers training course for Movement Area Operator certification.
- Ability to obtain a valid CDL-Class A preferred.
- Ability to communicate effectively both orally in writing.
- Ability to work independently.
- Ability to operate in a Windows based environment and knowledge of word processing and spreadsheet software.
- Ability to plan, prioritize, organize, assign, oversee and review the work of other mechanics.
- Ability of operate heavy equipment used to maintain the Airport under a variety of conditions.
- Thorough knowledge of the design and function and ability to repair diesel, hydraulic, hydrostatic, electrical and hydrostatic systems.
- Ability to understand, maintain knowledge of, and adhere to FAA, EPA, and OSHA regulations.
- Ability to work in extreme weather conditions, under pressure, in an aircraft movement area.
- Ability to work nights, weekends and holidays required.
- May be required to be on call.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- 

### **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   color perception

  x   ability to move distances

within and between

  x   lifting (specify)

  75   pounds



|                                                             |                                                           |                                                            |
|-------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------|
| (red, green, amber)                                         | warehouses/offices                                        | <input checked="" type="checkbox"/> carrying (specify)     |
| <input checked="" type="checkbox"/> hearing/listening       | <input checked="" type="checkbox"/> climbing              | <input type="checkbox"/> 75 pounds                         |
| <input checked="" type="checkbox"/> clear speech            | <input checked="" type="checkbox"/> ability to mount and  | <input checked="" type="checkbox"/> driving (local/over    |
| <input checked="" type="checkbox"/> touching                | dismount forklift/truck                                   | the road)                                                  |
| <input type="checkbox"/> dexterity                          | <input checked="" type="checkbox"/> pushing/pulling       |                                                            |
| <input type="checkbox"/> hand                               |                                                           |                                                            |
| <input type="checkbox"/> finger                             |                                                           |                                                            |
| <input type="checkbox"/> reading - basic                    | <input type="checkbox"/> math skills - basic              | <input checked="" type="checkbox"/> analysis/comprehension |
| <input checked="" type="checkbox"/> reading - complex       | <input checked="" type="checkbox"/> math skills - complex | <input checked="" type="checkbox"/> judgment/decision      |
| <input type="checkbox"/> writing - basic                    | <input checked="" type="checkbox"/> clerical              | making                                                     |
| <input checked="" type="checkbox"/> writing - complex       |                                                           |                                                            |
| <input type="checkbox"/> shift work                         | <input checked="" type="checkbox"/> outside               | <input checked="" type="checkbox"/> pressurized equipment  |
| <input checked="" type="checkbox"/> works alone             | <input checked="" type="checkbox"/> extreme heat          | <input checked="" type="checkbox"/> moving objects         |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold          | <input checked="" type="checkbox"/> high places            |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                 | <input checked="" type="checkbox"/> fumes/odors            |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment  | <input checked="" type="checkbox"/> hazardous materials    |
| <input checked="" type="checkbox"/> inside                  | <input checked="" type="checkbox"/> electrical equipment  | <input checked="" type="checkbox"/> dirt/dust              |

**Supervision:**

Directly Supervises: 2-6 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: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions

(wpd. Revised 05/2005)

# City of Burlington

## Job Description

**Position Title:** Equipment Maintenance Technician

**Department:** Burlington International Airport

**Reports to:** ~~Director of Maintenance~~ Airfield Manager

**Pay Grade:** 16

**Job Code:** 419

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

**Union:** AFSCME

**General Purpose:** This position is responsible for performing skilled mechanical work in the maintenance and repair of all Airport fleet vehicles and equipment.

**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.)

- Repair, rebuild or troubleshoot a variety of Airport owned vehicles and equipment such as trucks, automobiles, mowers, plows, generators, sanders, and specialized airport snow removal equipment.
- Perform State Motor Vehicle Inspection on Airport fleet.
- Rebuild two-speed drive train transmissions, chainsaw engines or hydraulic pumps and various hand tools such as electric drills, hand grinders, and drive train components.
- Diagnose and repair engines, transmissions, exhaust systems, brake systems, cooling systems, suspension systems, fuel and ignition systems, electronic control systems and hydraulic systems.
- Operate vehicles and equipment to determine functioning ability.
- Perform emergency repairs of vehicles or equipment at the site of breakdown in the field.
- Design and fabricate from metal, tools or parts needed for repairing vehicles and equipment.
- Inspect vehicles and equipment for adherence to department standards and regulations; correct inconsistencies.
- Perform tire and wheel service, including but not limited to, mounting and balancing, using specialized equipment.
- Perform basic and preventative maintenance work on vehicles and equipment; change oil, grease, wash, change and rotate tires.
- Maintain and repair airport property including but not limited to; passenger boarding bridges, baggage conveyer system, and a variety of multi-fuel emergency standby generators.
- Coordinate and direct Maintenance Workers in assisting completing mechanical tasks such as broom core changes, blade changes and equipment attachment exchanges. Maintain records and logs to comply with all pertinent, state, local and federal codes.
- Perform shop clean up tasks to ensure a safe working environment.
- May assist in snow removal operations as required.

- Maintain inventory and order replacement supplies when necessary.
- Prepare and enter work orders and update service records as required. Document information such as part numbers, job time, maintenance codes, hours and miles of vehicles, and repair work completed.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- High School Diploma or equivalent.
- Graduation from an accredited vocational training program in the automotive repair field and two years of experience in the servicing, maintenance and repair of automotive equipment, or four years of experience in the servicing, maintenance and repair of automotive equipment required.
- Must pass a ten year fingerprint based criminal background check for SIDA badge.
- Must pass a FAA approved drivers training course for Movement Area Operator certification.
- Ability to obtain and maintain a valid Class B CDL license within 90 days of date of hire.
- Valid Class B CDL preferred.
- Working knowledge of and skill in using standard methods, tools, practices and equipment of the motor mechanic trade.
- State Inspection certification required.
- ASE certification required.
- Ability to obtain Snow Emergency Vehicle Technician certifications as required.
- Knowledge of the operation, construction, and repair of internal combustion engines.
- Ability to read and understand shop and operations manuals, schematic diagrams and sketches, and specifications.
- Skill in the use of tools normally used in automotive repair, welding and using torches in repair work.
- Ability to establish and maintain effective work relationships with other departmental staff and the vehicle and equipment users.
- Must learn and follow VOSHA safety rules and regulations.
- Ability to work outdoors in all weather conditions required.
- Must be able to work nights, weekends and holidays as required.
- May be required to be on call.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.

**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.

|                                                             |                                                               |                                                            |
|-------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                  | <input checked="" type="checkbox"/> ability to move distances | <input checked="" type="checkbox"/> lifting (specify)      |
| <input type="checkbox"/> color perception                   | <input type="checkbox"/> within and between                   | <input type="checkbox"/> 50-80 pounds                      |
| <input type="checkbox"/> (red, green, amber)                | <input type="checkbox"/> warehouses/offices                   | <input checked="" type="checkbox"/> carrying (specify)     |
| <input checked="" type="checkbox"/> hearing/listening       | <input checked="" type="checkbox"/> climbing                  | <input type="checkbox"/> 50-80 pounds                      |
| <input type="checkbox"/> clear speech                       | <input checked="" type="checkbox"/> ability to mount and      | <input checked="" type="checkbox"/> driving (local/over    |
| <input checked="" type="checkbox"/> touching                | <input type="checkbox"/> dismount forklift/truck              | <input type="checkbox"/> the road)                         |
| <input type="checkbox"/> dexterity                          | <input checked="" type="checkbox"/> pushing/pulling           |                                                            |
| <input type="checkbox"/> hand                               |                                                               |                                                            |
| <input type="checkbox"/> finger                             |                                                               |                                                            |
| <input checked="" type="checkbox"/> reading - basic         | <input checked="" type="checkbox"/> math skills - basic       | <input checked="" type="checkbox"/> analysis/comprehension |
| <input type="checkbox"/> reading - complex                  | <input type="checkbox"/> math skills - complex                | <input checked="" type="checkbox"/> judgment/decision      |
| <input checked="" type="checkbox"/> writing - basic         | <input checked="" type="checkbox"/> clerical                  | <input type="checkbox"/> making                            |
| <input type="checkbox"/> writing - complex                  |                                                               |                                                            |
| <input checked="" type="checkbox"/> shift work              | <input checked="" type="checkbox"/> outside                   | <input checked="" type="checkbox"/> pressurized equipment  |
| <input checked="" type="checkbox"/> works alone             | <input checked="" type="checkbox"/> extreme heat              | <input checked="" type="checkbox"/> moving objects         |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold              | <input checked="" type="checkbox"/> high places            |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                     | <input checked="" type="checkbox"/> fumes/odors            |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment      | <input checked="" type="checkbox"/> hazardous materials    |
| <input checked="" type="checkbox"/> inside                  | <input checked="" type="checkbox"/> electrical equipment      | <input checked="" type="checkbox"/> dirt/dust              |

**Supervision:**

Directly Supervises: \_\_\_\_\_ Indirectly Supervises: 2-6+ \_\_\_\_\_

**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: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions

## City of Burlington Job Description

**Position Title:** Airport Maintenance Worker II

**Department:** Airport

**Reports to:** ~~Foreman or Working Foreman~~ Division Manager

**Pay Grade:** 14

**Job Code:** 427

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

**Union:** AFSCME

**General Purpose:** This position is responsible for the operation of highly specialized diesel, gasoline, hydraulic and pneumatic powered heavy equipment and related heavy equipment. In addition this position is responsible for performing skilled work in the construction, maintenance, and repair work of airport buildings, taxiways, runways, roadway system, and related facilities.

### Essential Job Functions:

- Operate heavy equipment including but not limited to bucket loaders with multi attachments, excavator, skid steer, forklift, bulldozers, tractors, dump trucks sweepers, blowers, high-speed runway plows, vacuum sweeper etc.
- Clean runways, taxiways and ramp areas of asphalt chips and debris.
- Repair and maintain airport roads, runways, and taxiways; patch holes, lay asphalt and regrade for proper storage in a manner consistent with VOSHA and City safety standards.
- Operate high-speed airport specific snow removal equipment on runways, taxiways and ramps includes but not limited to; spread de-icer and sand.
- Communicates with FAA Air Traffic Control for clearance onto movement areas.
- Maintain signage and pavement markings on roadway system, airfield runway and taxiway system and parking garage; line striping, work with templates and fabrication of signs.
- Assist airport electricians as needed with airfield lighting system and electrical construction or renovation to airport structures.
- Assist vehicle mechanics with general equipment maintenance as required, included but not limited to; airport vehicles, heavy equipment, welding, broom changes, plow blade changes.
- Remove rubber from runway surfaces; chemically wash and flush rubber from runway using runway sweepers, and tanker trucks
- Perform construction and maintenance duties on ramps, including but not limited to operate jackhammers and cut saws to break up damaged pavement, mix, pour and apply concrete to damaged areas.
- Raise or lower storm drain and service covers; cut and remove pavement locate and reposition as needed.
- Perform various maintenance and repair in terminal building and other facilities on

airport property, including but not limited to painting, sealing, carpentry, glazing, basic plumbing, electrical and HVAC repairs, and wood working, welding, etc.

- Perform general airport maintenance work as required including but not limited to, fence and gate repairs.
- Operates snow plow equipment on access roads, sidewalk and parking garage surface to remove ice and snow, salt and sand.
- Empty trash barrels as required on airport property, handle and recycle hazardous waste, tires and waste sludge as state and federal laws mandate. (hazardous waste including, but not limited to, cleaners, degreasers, lubricants, runway de-icers and waste sludge that collects in open storm water/sewer lines.)
- Maintain grass areas landside and on and off airfield including but not limited to, mowing along taxiways and runways, maintaining landscaping shrubs, flowerbeds, and plantings around airport grounds and buildings.
- Load and unload vehicles
- Perform related work as required.
- Act as “Ambassador” for the City, carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- Carry out work in the field, and interact with the public in courteous and respectful manner, presenting self and City in a positive manner.

**Non-Essential Functions:**

- Other duties as assigned, including operation of various types of equipment, including but not limited to special duties for other divisions of the department, and other City departments, on a seasonal or project basis.

**Qualifications/Basic Job Requirements:**

- High School diploma or equivalent and two to four years of experience in the construction trades, or related skill trades, with a background in either carpentry, electrical and/or plumbing, required.
- Previous training and experience in use of related highway and construction equipment is preferred
- Ability to obtain and maintain a Class B CDL.
- Ability to acquire knowledge of Federal Aviation Airport Traffic Control procedures
- Ability to effectively communicate with Air Traffic control and other maintenance vehicle operators while performing other duties.
- Ability to maintain effective working relationships with others in a team environment.
- Ability to acquire the skill of operating heavy equipment.
- Ability to acquire the skill of high-speed airport specific snow removal equipment.
- Working knowledge of and skill in using small tools and equipment.
- Employee must not pose a direct threat to the health or safety of himself/herself or others
- Ability to obtain and maintain a valid Vermont State Driver’s license.
- Ability to work in inclement weather.
- May be required to be on-call.
- Must learn and follow VOSHA safety rules and regulations

- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to maintain professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior 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.

|                                                             |                                                               |                                                            |
|-------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                  | <input checked="" type="checkbox"/> ability to move distances | <input checked="" type="checkbox"/> lifting (specify)      |
| <input checked="" type="checkbox"/> color perception        | within and between                                            | <input type="text"/> 100 pounds                            |
| (red, green, amber)                                         | warehouses/offices                                            | <input checked="" type="checkbox"/> carrying (specify)     |
| <input checked="" type="checkbox"/> hearing/listening       | <input checked="" type="checkbox"/> climbing                  | <input type="text"/> pounds                                |
| <input checked="" type="checkbox"/> clear speech            | <input checked="" type="checkbox"/> ability to mount and      | <input checked="" type="checkbox"/> driving (local/over    |
| <input checked="" type="checkbox"/> touching                | dismount forklift/truck                                       | the road)                                                  |
| <input checked="" type="checkbox"/> dexterity               | <input checked="" type="checkbox"/> pushing/pulling           |                                                            |
| <input checked="" type="checkbox"/> hand                    |                                                               |                                                            |
| <input checked="" type="checkbox"/> finger                  |                                                               |                                                            |
| <input checked="" type="checkbox"/> reading - basic         | <input checked="" type="checkbox"/> math skills - basic       | <input checked="" type="checkbox"/> analysis/comprehension |
| <input type="text"/> reading - complex                      | <input type="text"/> math skills - complex                    | <input checked="" type="checkbox"/> judgment/decision      |
| <input checked="" type="checkbox"/> writing - basic         | <input type="text"/> clerical                                 | making                                                     |
| <input type="text"/> writing - complex                      |                                                               |                                                            |
| <input checked="" type="checkbox"/> shift work              | <input checked="" type="checkbox"/> outside                   | <input checked="" type="checkbox"/> pressurized equipment  |
| <input checked="" type="checkbox"/> works alone             | <input checked="" type="checkbox"/> extreme heat              | <input checked="" type="checkbox"/> moving objects         |
| <input checked="" type="checkbox"/> works with others       | <input checked="" type="checkbox"/> extreme cold              | <input checked="" type="checkbox"/> high places            |
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                     | <input checked="" type="checkbox"/> fumes/odors            |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment      | <input checked="" type="checkbox"/> hazardous materials    |
| <input checked="" type="checkbox"/> inside                  | <input checked="" type="checkbox"/> electrical equipment      | <input checked="" type="checkbox"/> dirt/dust              |

**Supervision:**

Directly Supervises:  0  Indirectly Supervises:  0

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Effective 12/3/04

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.



# City of Burlington

## Job Description

**Position Title:** Airport Operations Specialist

**Department:** Airport

**Reports to:** ~~Director of Operations~~Operations Manager

**Pay Grade:** 15

**Job Code:** 425

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

**Union:** AFSCME

**General Purpose:** This position is responsible for assisting the Director of Airport Operations, Operations Manager and the Operations Specialist Foreman in daily management of airport facilities, reviewing aeronautical conditions and making recommendations for operational safety.

### Essential Job Functions:

- Conduct daily inspections of runways, taxiways, ramps and other aeronautical areas to in accordance with Federal, State and Aviation operational standards.
- Operate runway, taxiway, and ramp surface equipment to determine and report field condition during air carrier operations.
- Make immediate and vital decisions affecting the continuation of air and ground operations during emergency conditions and snow removal operations in accordance with Part 139, 49 CFR 1542, and other applicable advisory circulars when applicable.
- Oversee the activities of all agencies to assure compliance with airport certification requirements and FAA standards.
- Monitor and transmit on the FAA local Common Traffic Advisory Frequency(CTAF), the FAA Boston Center Frequency, the airport local FM Frequency, and the airport maintenance local FM Frequency while ATC Tower is closed.
- Respond to trouble alarms and tenant complaints.
- Ensure that all airport tenants, employees, and contractors who have a need to drive on the airfield side receive operations standard training course.
- Implement current Security Directives issued by the Transportation Security Administration.
- Insure that ongoing airfield and terminal construction is interfaced smoothly and safely with air carrier and terminal operations by coordination with all parties concerned.
- Provide a variety of administrative support functions, including, but not limited to filing, copying, etc.
- Insure that the public's concerns and interests, as they relate to Burlington International Airport, are met in a timely and informative manner.

### Qualifications/Basic Job Requirements:

- BA/BS in Aviation/Airport Management or related field required and six (6) months of experience as an Operation Specialist at a Part 139 air carrier airport preferred.
- In depth knowledge of acceptable conditions for safe operation of aircraft required.
- Must pass a ten year fingerprint based criminal background check and Security Threat

Assessment (STA) for SIDA badge.

- Must pass a FAA approved drivers training course for Movement Area Operator certification.
- Must maintain a valid driver's license.
- Ability to determine exact condition of all airport surfaces through visual inspection and reports from subordinates, pilots and other personnel.
- Ability to make safe and sound assessments and decisions under pressure of emergency situations such as snowstorms and aeronautical accidents.
- Strong communication skills, both oral and written, required.
- Must be able to work rotating shifts as required
- Ability to work independently required.
- Ability to work in all weather conditions required
- May be required to be on call.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.

### **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.

|                                                                             |                                                                   |                                                                      |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                                  | <input checked="" type="checkbox"/> ability to move distances     | <input type="checkbox"/> lifting (specify)                           |
| <input checked="" type="checkbox"/> color perception<br>(red, green, amber) | <input type="checkbox"/> within and between<br>warehouses/offices | <input type="checkbox"/> pounds                                      |
| <input checked="" type="checkbox"/> hearing/listening                       | <input checked="" type="checkbox"/> climbing                      | <input type="checkbox"/> carrying (specify)                          |
| <input checked="" type="checkbox"/> clear speech                            | <input type="checkbox"/> ability to mount and                     | <input type="checkbox"/> pounds                                      |
| <input checked="" type="checkbox"/> touching                                | <input type="checkbox"/> dismount forklift/truck                  | <input checked="" type="checkbox"/> driving (local/over<br>the road) |
| <input type="checkbox"/> dexterity                                          | <input type="checkbox"/> pushing/pulling                          |                                                                      |
| <input type="checkbox"/> hand                                               |                                                                   |                                                                      |
| <input type="checkbox"/> finger                                             |                                                                   |                                                                      |
| <input type="checkbox"/> reading - basic                                    | <input checked="" type="checkbox"/> math skills - basic           |                                                                      |
| <input checked="" type="checkbox"/> reading - complex                       | <input type="checkbox"/> math skills - complex                    | <input checked="" type="checkbox"/> analysis/comprehension           |
| <input checked="" type="checkbox"/> writing - basic                         | <input checked="" type="checkbox"/> clerical                      | <input checked="" type="checkbox"/> judgment/decision<br>making      |
| <input type="checkbox"/> writing - complex                                  |                                                                   |                                                                      |
| <input checked="" type="checkbox"/> shift work                              | <input checked="" type="checkbox"/> outside                       | <input type="checkbox"/> pressurized equipment                       |
| <input checked="" type="checkbox"/> works alone                             | <input checked="" type="checkbox"/> extreme heat                  | <input checked="" type="checkbox"/> moving objects                   |
| <input checked="" type="checkbox"/> works with others                       | <input checked="" type="checkbox"/> extreme cold                  | <input checked="" type="checkbox"/> high places                      |

|                                                             |                                                          |                                                 |
|-------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> verbal contact w/others | <input checked="" type="checkbox"/> noise                | <input checked="" type="checkbox"/> fumes/odors |
| <input checked="" type="checkbox"/> face-to-face contact    | <input checked="" type="checkbox"/> mechanical equipment | <input type="checkbox"/> hazardous materials    |
| <input checked="" type="checkbox"/> inside                  | <input type="checkbox"/> electrical equipment            | <input checked="" type="checkbox"/> dirt/dust   |

**Supervision:**

Directly Supervises:   0   Indirectly Supervises:   0  

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

## City of Burlington Job Description

**Position Title:** Airport Ambassador

**Department:** Airport

**Reports to:** ~~Director of Ground Transportation~~ Manager of Customer Experience

**Pay Grade:** 89

**Job Code:**

**Exempt/Non-Exempt:**

**Union:** AFSCME

**General Purpose:** This position is responsible for providing customer service and security measures at the terminal, ground transportation areas, and the parking office.

### Essential Job Functions:

- Provide front line customer service at the terminal building, roadways, and parking office, including assisting with luggage and wheelchairs, giving directions, parking information and security requirements.
- Be both courteous and professional in their interactions with the public.
- Be knowledgeable of airport facilities, airport terminal and fire exits as well as other airport buildings and traffic routes.
- Observe, understand and be knowledgeable regarding Airport and TSA security requirements
- Keep informed of airline arrival and departure schedule at the Burlington International Airport.
- Be knowledgeable and able to communicate information regarding access and availability of ground transportation at the Airport.
- Regularly patrol areas outside Airport Terminal and Parking Garage acting an ambassador to the airport.
- Communicate and cooperate on security and customer service matters with Airport Operations and Burlington Police officers assigned to the Airport.
- Maintain and enhance positive public relations by responding promptly to complaints and inquiries by the traveling public.
- Enforce airport rules and regulations and City Ordinances relating to ground transportation services, traffic flow, and parking of vehicles, including but not limited to directing traffic.
- Follow procedures and prevent security breaches by properly manning the North Concourse Exit Lane as directed by Airport Operations.
- Collect luggage carts and wheelchairs on a regular basis throughout the day.
- Assist with monitoring vehicles in the parking garage, including directing vehicles to the off premises parking lot when the parking garage has reached capacity.
- Understand and execute Ground Transportation duties such as; permit distribution, which includes collection and recording of payment, and paperwork filing.
- Be able to work on a remote monitoring station to assist patrons of the parking garage upon entry/exit.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- High school diploma or GED. Experience in airport or security preferred but not required.
- Ability to obtain a Burlington International Airport Secured Area ID badge which includes a 10 year fingerprint based criminal history records check, a security threat assessment check and a written exam.
- Ability to work in a Windows based environment with knowledge of word-processing, spreadsheet and database software.
- Ability to properly use equipment including two-way handheld radios capable of tuning into Airport frequencies.
- Must be able to stand for several hours at a time.
- Ability to work extended periods of time in all weather conditions.
- Ability to communicate effectively orally.
- Ability to process monetary transactions and apply basic math skills
- Ability to communicate using basic writing skills
- Ability to process monetary transactions and apply basic math skills
- Experience in airport or security preferred but not required.
- Ability to work weekends, nights and holidays as required.
- Ability to work in all climates in severe weather conditions.
- Ability to interact with the general public, staff members, supervisors, outside contractors and various professional and private customers in a courteous and professional manner.
- Ability to deal with stressful customer confrontations in a professional manner.

**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.

|                                                       |                                                         |                                                       |
|-------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing            | <input type="checkbox"/> ability to move distances      | <input type="checkbox"/> lifting (specify)            |
| <input checked="" type="checkbox"/> color perception  | <input type="checkbox"/> within and between             | <input type="checkbox"/> 75_ pounds                   |
| <input type="checkbox"/> (red, green, amber)          | <input type="checkbox"/> warehouses/offices             | <input type="checkbox"/> carrying (specify)           |
| <input checked="" type="checkbox"/> hearing/listening | <input type="checkbox"/> climbing                       | <input type="checkbox"/> 75_ pounds                   |
| <input checked="" type="checkbox"/> clear speech      | <input type="checkbox"/> ability to mount and           | <input type="checkbox"/> driving (local/over          |
| <input checked="" type="checkbox"/> touching          | <input type="checkbox"/> dismount forklift/truck        | <input type="checkbox"/> the road)                    |
| <input type="checkbox"/> dexterity                    | <input checked="" type="checkbox"/> pushing/pulling     |                                                       |
| <input type="checkbox"/> hand                         |                                                         |                                                       |
| <input type="checkbox"/> finger                       |                                                         |                                                       |
| <input checked="" type="checkbox"/> reading - basic   | <input checked="" type="checkbox"/> math skills - basic |                                                       |
| <input type="checkbox"/> reading - complex            | <input type="checkbox"/> math skills - complex          | <input type="checkbox"/> analysis/comprehension       |
| <input checked="" type="checkbox"/> writing - basic   | <input checked="" type="checkbox"/> clerical            | <input checked="" type="checkbox"/> judgment/decision |
| <input type="checkbox"/> writing - complex            |                                                         | <input type="checkbox"/> making                       |
| <input checked="" type="checkbox"/> shift work        | <input checked="" type="checkbox"/> outside             | <input type="checkbox"/> pressurized                  |

|                                                                 |                                                              |                                                     |
|-----------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> _X_ works alone             | <input checked="" type="checkbox"/> _X_ extreme heat         | equipment                                           |
| <input checked="" type="checkbox"/> _X_ works with others       | <input checked="" type="checkbox"/> _X_ extreme cold         | <input type="checkbox"/> _ moving objects           |
| <input checked="" type="checkbox"/> _X_ verbal contact w/others | <input checked="" type="checkbox"/> _X_ noise                | <input type="checkbox"/> _ high places              |
| <input checked="" type="checkbox"/> _X_ face-to-face contact    | <input checked="" type="checkbox"/> _X_ mechanical equipment | <input checked="" type="checkbox"/> _X_ fumes/odors |
| <input type="checkbox"/> _ inside                               | <input type="checkbox"/> _ electrical equipment              | <input type="checkbox"/> _ hazardous materials      |
|                                                                 |                                                              | <input checked="" type="checkbox"/> _X_ dirt/dust   |

**Supervision:**

Directly Supervises: \_\_\_\_\_ Indirectly Supervises: \_\_\_\_\_

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: Nicolas LongoTitle/Subject: Burlington International Airport Department Reorganization

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 4/10/2023                     |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 4/4/2023                      | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/4/2023                      | J. Redell                        |
| Board/Commission, if required                                                                         | Yes      | 4/5/2023                      | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 4/4/2023                      | K. Clauss                        |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 4/4/2023                      | K. Clauss                        |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 4/4/2023                      | K. Schadd                        |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 4/4/2023                      | K. Durfee                        |
| 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                     | Yes       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Yes       | Board of Finance                 |



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A  
Post Office Box 849  
Burlington, VT 05402-0849  
802.863.9094 VOX  
802.863.0466 FAX  
802.863.0450 TTY  
[www.burlingtonvt.gov](http://www.burlingtonvt.gov)

---

**MEMORANDUM**

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: April 12, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer  
Chapin Spencer, Director of Public Works.  
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Center Street – Daily Planet – Encumbrance Permit Request

---

**Request**

The Applicant, owner of the establishment located at 15 Center Street known as The Daily Planet, is requesting approval for an outdoor seating area to exist in the public right-of-way. The request, if approved, will formally allow a parklet structure to be used as a seating area for the establishment and the public, through a License Agreement with the City. In 2022, the License Committee approved Daily Planets request for a one-year term. The applicant is requesting to continue using the parklet seating area on Center Street for the upcoming 2023 season.

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

**Overview**

Planet Enterprises LLC, d/b/a Daily Planet, submitted an encumbrance application to the Department of Public Works on March 10<sup>th</sup> 2023, requesting to occupy 344 square feet of public right-of-way space on Center Street, adjacent to their establishment.

Center Street is unique in the sense that public parking is located on the opposite (eastern) side of the street from the establishment, with no available parking directly in front of the business. Under the Department of Public Works Street Seat and Parklet Program Guide, parklets should to be located in the street frontage zone directly in front of the establishment. The reason for this is to eliminate staff and restaurant patrons crossing public streets mid-block to access the establishment.

In order to facilitate the request, and comply with Street Seating and Parklet Standards, a vehicle travel lane shift is needed on the northern half of Center Street, with the removal of approximately (5) on street metered parking stalls. Vehicular travel will be diverted through the parking stall lane



via a traffic cone taper around the parklet, which will be located on the West side of Center Street. There are currently (14) metered parking spaces and a vehicle loading zone on Center Street.

A minimum of 14' travel lanes shall be maintained at all times for emergency access.

The built-deck structure will be used for outdoor dining by business patrons during normal business hours beginning at 4pm daily. During times when the establishment is closed, the amenity will be publicly available.

Applicant will be responsible for any maintenance or repairs and any other conditions under the License Agreement.

### **Recommendation**

The Department of Public Works acknowledges the proposal as described creates a seating area that is compliant under the Street Seats and Parklet Program Guide. The guide requires approval from the Public Works Director whenever more than 30% of parking is obstructed per city block. This proposal has received support from DPW Director Chapin Spencer for obstruction of more than 30% of Center Street parking stalls.

DPW would also like to acknowledge that the applicant has previously applied for and successfully managed this seating area for the past three years. Starting under the emergency authorization ordinance, "Making Space for Retail and Recovery" (initiated by the City as a response to the Covid-19 pandemic in 2020) and through the transition of this program to the current Street Seat and Parklet Guide 2023 edition.

Thank you for consideration of this request. Please do not hesitate to contact me directly at CManna@burlingtonvt.gov, or 802-865-7562.

### **Attachment**

- A. Application
- B. DPW Recommendation
- C. Photographs
- D. Certificate of Insurance

### **Motions:**

#### **License Committee:**

"To approve and recommend that the City Council approve the Encumbrance Application for Daily Planet requesting use of the public right-of-way for an outdoor seating structure as detailed in Attachment A, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

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).*

City Council:

“To approve the Encumbrance Application for Daily Planet requesting use of the public right-of-way for an outdoor seating structure as detailed in Attachment A, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney’s Office.”

## ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Planet Enterprises LLC  
15 Center Street, Burlington VT

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Planet Enterprises LLC, d/b/a Daily Planet, a Domestic Limited Liability Company located at 15 Center Street, Burlington, Vermont (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

### 1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to 15 Center Street. The Licensee is seeking approval to install an outdoor seating area in the street, directly adjacent to the premise. In order to accommodate this request, five-metered parking stalls on the opposite site of the street will need to be removed and utilized for a traffic-lane shift to divert traffic around the outdoor seating area.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

### 2. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

**Term.** This Agreement shall commence on the Effective Date and expire on April 30, 2024.

- B. Termination.** This Agreement may be terminated as set forth in this §2.C. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.
  - i. Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
  - ii. Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
  - iii. Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the

termination date.

- iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the streetscape layout and associated metered parking stalls adjacent to the property.

### 3. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. **“Encumbrance Fee”** means the sum of the encumbrance application fee, parking meter fees, and the square foot use fee annually set by the City.
- C. **“Party”** means the City or Licensee and **“Parties”** means both the City and Licensee.
- D. **“Premises”** means the street directly in front of 15 Center Street.
- E. **“Property”** means the outdoor seating structure that is the subject of this Agreement.

### 4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes and public use, in the traveled portion of the public right-of-way directly adjacent to the establishment located at 15 Center Street, totaling an area of 352 square feet for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the outdoor seating area existing in the City’s right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment B.

### 5. LICENSE CONDITIONS

- A. **Maintenance.** Licensee shall maintain the outdoor seating to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the outdoor seating amenity.
- B. **Public Use.** Licensee shall make such outdoor seating area on the Premises, as further detailed in Attachment B, available, safe, and usable for general public use during such times during the Term when Licensee is not open for business and/or not utilizing said outdoor seating area in furtherance of business operations. Licensee shall be responsible for necessary signage and communication to the public-at-large regarding availability for use of the area.
- C. **Placement.** The featured seating shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment B) and shall not impede the City’s or any other private or public utilities’ ability to maintain the road, sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.
- D. **Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way.
- E. **Term.** Outdoor seating areas shall be removed from the public right of way by October 15, 2024.

- F. Emergency Access.** In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.

## **6. PAYMENT FOR LICENSE**

- A. License Fee.** Licensee shall pay the City an encumbrance fee, which includes parking meter fees for those now-existing metered parking spaces on the opposite side of the street from the requested encumbrance, which must be converted to encompass travelled portion of the right of way to accommodate a required lane-shift for traffic to be diverted around the encumbrance, as further described in Attachment A.
- B. Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee, and parking meter fees for the period beginning on date of execution and ending April 30, 2024.

## **7. INSURANCE**

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.
- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

## **8. INDEMNIFICATION**

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which

this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

## **9. RESPONSIBILITY FOR SUPERVISION:**

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

## **10. PUBLIC RELATIONS**

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

## **11. PERMITS**

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

## **12. NUISANCES PROHIBITED**

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

## **13. INSPECTION OF WORK**

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

## **14. ASSIGNMENT OF RIGHTS**

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this §14 shall constitute a discontinued use under §2.C.i of this Agreement.

## **15. LIMITATION OF RIGHTS**

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

## **16. WAIVER**

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

## **17. ENTIRE AGREEMENT**

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

## **18. MODIFICATION**

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

## **19. THIRD PARTY BENEFICIARIES**

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

## **20. ATTACHMENTS**

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

- A. Attachment A:** Licensee's Application
- B. Attachment B:** Department of Public Works Encumbrance Recommendation Form
- C. Attachment C:** Photographs and Sketches of Encroachment
- D. Attachment D:** Certificate of Insurance

## **21. ORDER OF PRECEDENT**

This Agreement shall control over any conflicting attachment.

— Signature Page Follows —

## 22. SIGNATURE PAGE

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

**The Parties hereto have executed this Agreement**

**LICENSEE**  
Planet Enterprises LLC  
15 Center Street, Burlington VT

By: \_\_\_\_\_  
Rachel Solis

Date: \_\_\_\_\_

**CITY OF BURLINGTON**  
**Mayor Miro Weinberger**

By: \_\_\_\_\_  
Mayor Miro Weinberger  
Duly Authorized

Date: \_\_\_\_\_



EX-A



City of Burlington, VT

04/04/2023

**REN-22-56**

ROW Encumbrance Permit

**Status:** Active**Date Created:** Mar 10, 2023**Applicant**

Rachel Solis  
planetsvt@gmail.com  
15 Center Street  
Burlington, VT 05401  
8023493395

**Primary Location**

13-15 Center Street  
Burlington, VT 05401

**Owner:**

BROADWAY ENTERPRISES LLC  
70 MAIN ST MONTPELIER, VT 05602

**Right-of-Way Encumbrance Application****Type of Encumbrance Requested**

Seating / Sign / Structure / Amenity  
Encumbrance

**Renewal ?**

Yes

**Encumbrance Description**

Outside Seating

**Location of Encumbrance**

15 Center Street

**Encumbrance Term (Years)**

1

**Encumbrance Start Date**

04/10/2022

**Encumbrance End Date**

10/15/2022

**Area Encumbered (Square Feet)**

344

**Number of Tables**

9

**Number of Chairs**

30



DEPARTMENT OF PUBLIC WORKS  
 645 PINE STREET  
 BURLINGTON, VT 05401  
 Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466  
 Email: dpwpinecustomerservice@burlingtonvt.gov

## DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Daily Planet DATE: 4/4/2023  
 COMPANY NAME: Planet Enterprises LLC PHONE: 802-349-3395  
 CONTACT NAME: Rachel Solis EMAIL: planetsvt@gmail.com  
 MAILING ADDRESS: 15 Center Street, Burlington VT 05401  
 LOCATION OF ENCUMBRANCE: 15 Center Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES [ ]

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES ☒

NO [ ]

3. Additional Comments: \_\_\_\_\_  
Parklet located on Center St. Lane shift around structure through metered  
parking stall

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES [ ]

NO [ ]

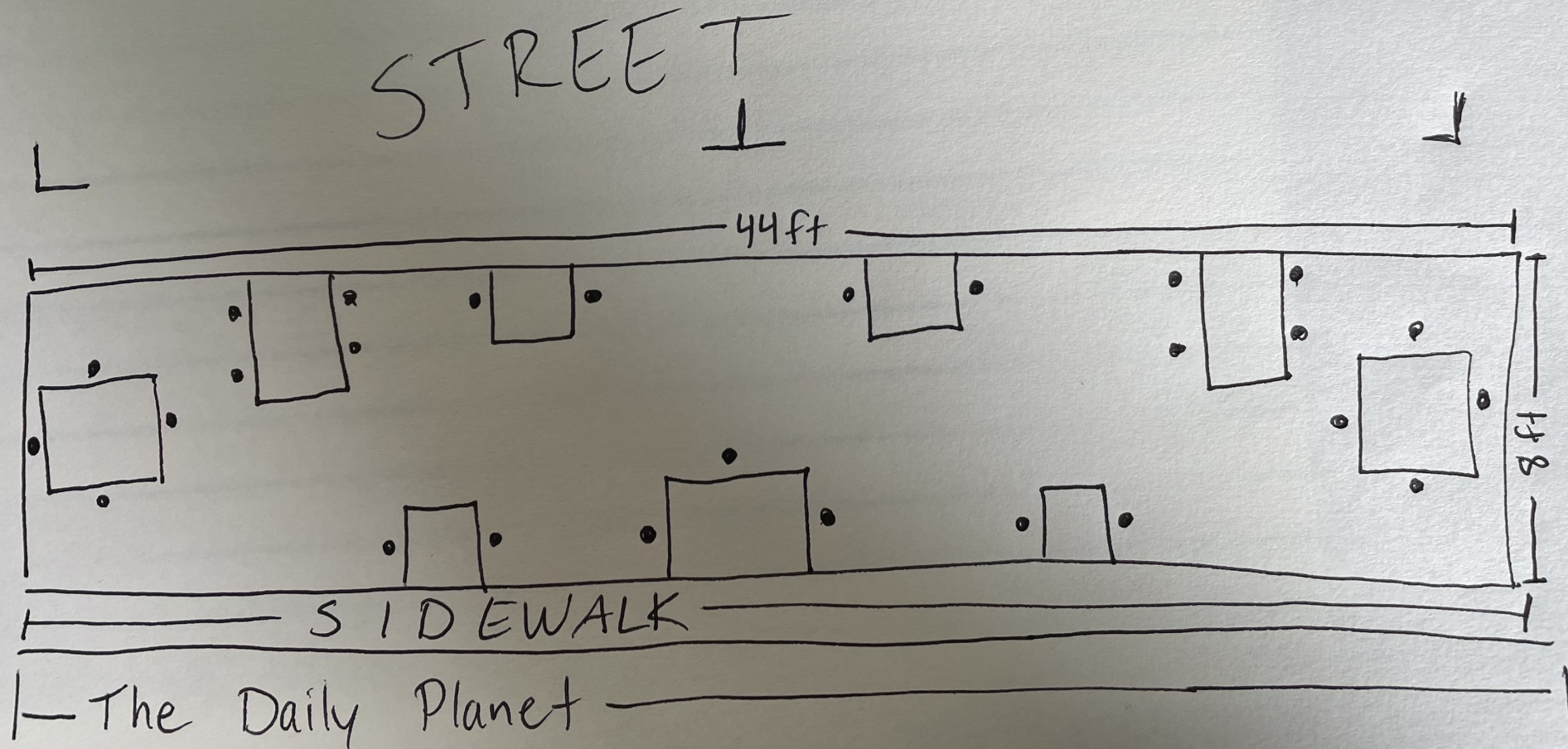
5. Describe the encumbrance, including square footage and location of items: \_\_\_\_\_  
Parklet on West side of Center Street. 352 Sq. Ft.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [ ] If no, reason: \_\_\_\_\_  
 Signature: Caleb Manna Date: 4/4/2023

EX-C

\* Please note NOT to scale









PLANENT-01

NBERGERON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                            |                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Cheeseman Insurance Inc. dba Cheeseman Insurance Group<br>84 Pine St, Suite 602<br>Burlington, VT 05401 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (802) 861-4800<br><b>FAX (A/C, No):</b> (802) 861-4801<br><b>E-MAIL ADDRESS:</b> info@cheesemaninsurance.net                                                        |
|                                                                                                                            | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Ohio Security Insurance Company<br><b>INSURER B:</b> AmTrust North America<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br><br>Planet Enterprises LLC<br>15 Center ST<br>Burlington, VT 05401                                       | <b>NAIC #</b><br>24082                                                                                                                                                                                                   |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                           | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X         |          | BKS60867464   | 1/22/2023               | 1/22/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                       |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                        |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                        |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                | N / A     |          | QWC1253827    | 1/22/2023               | 1/22/2024               | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                        |
| A        | <b>Liquor Liability</b>                                                                                                                                                                                                                                                                                                                     |           |          | BKS60867464   | 1/22/2023               | 1/22/2024               | \$1,000,000 each,aggr 2,000,000                                                                                                                                                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Burlington Public Works is named as Additional Insured in regards to General Liability as per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                        |                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Burlington Public Works Encumbrance Application<br>Dept<br>645 Pine ST<br>Burlington, VT 05401 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A  
Post Office Box 849  
Burlington, VT 05402-0849  
802.863.9094 VOX  
802.863.0466 FAX  
802.863.0450 TTY  
[www.burlingtonvt.gov](http://www.burlingtonvt.gov)

---

**MEMORANDUM**

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: April 12, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer  
Chapin Spencer, Director of Public Works.  
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Silver Maple Construction – 381 South Union Street – Encumbrance Permit Application

---

**Request**

The applicant, Silver Maple Construction, is requesting approval for a License Agreement for an Encumbrance between the City and Silver Maple Construction for use of the public right-of-way located on the West side of South Union Street directly across the from the intersection of South Union Street and Cliff Street.

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

**Overview**

The Department of Public Works received an encumbrance permit application from Silver Maple Construction on March 2<sup>nd</sup> 2023, requesting the use of two on street public parking stalls adjacent to the building at 381 South Union Street. The requested occupation is for construction vehicle parking to accomodate work occuring to the existing residential dwelling as approved by Zoning Permit ZP 23-37.

The project and related obstruction is expected to begin in April 2023 and conclude by September 29<sup>th</sup>, 2023. During this time, two on street public parking space directly in front of the building will be restricted for use from 7am-5pm, Monday-Friday. The spaces will be available for public use outside of the designated working hours and on weekends.

The area of the public right-of-way occupied will be 320 square feet, billed at the encumbrance rate of \$1/sq. ft. The parking spaces will be posted for no parking with city issued signs indicated the hours of no parking.

### **Recommendation**

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City with the above-mentioned conditions in place.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

### **Attachments**

- A. Application
- B. DPW Recommendation Form
- C. Photographs/Site Plan
- D. Certificate of Insurance

### **Motions:**

#### **License Committee:**

"To approve and recommend that the City Council approve the Encumbrance Application for 381 South Union Street requesting use of the public right-of-way for construction related parking as detailed in Attachment A, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

#### **City Council:**

"To approve the Encumbrance Application for 381 South Union Street requesting use of the public right-of-way for construction related parking as detailed in Attachment A, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."



## CONSTRUCTION ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Silver Maple Construction LLC  
50 River Road, New Haven VT

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Silver Maple Construction LLC, a domestic limited liability company with its principle place of business at 50 River Road, New Haven, Vermont 05472 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

### 1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- c. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to the property located at 381 South Union Street. Licensee has submitted a construction encumbrance application requesting the occupation of City right-of-way on South Union Street with the obstruction of two on street parking stalls. According to Licensee’s application, it will cover a 320 square foot area of the dedicated public parking stall in the street, and occupy two parking spaces.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

### 2. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties, this Agreement shall be valid and enforceable (“the Effective Date”). The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement shall commence on the Effective Date and expire on September 29, 2023.
- C. Termination.** This Agreement may be terminated as set forth in this §2.C. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions, and the Licensee shall be liable for all expenses of such removal.
  - i. Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
  - ii. Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
  - iii. Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is



in breach of this Agreement. The City shall provide 7 days written notice in advance of the termination date.

### 3. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. **“Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee, annually set by the City.
- C. **“Party”** means the City or Licensee and **“Parties”** means both the City and Licensee.
- D. **“Premises”** means the street and sidewalk rights-of-way on the West side of South Union Street directly across from the intersection of Cliff and South Union Streets.
- E. **“Property”** means the residential building lot located at 381 South Union Street in Burlington, Vermont, inclusive of the parking obstruction that is the subject of this Agreement.

### 4. GRANT OF LICENSE

The City hereby grants to Licensee a license to obstruct two public on street parking spaces from 7am-5pm, Monday-Friday, with construction related vehicles adjacent to 381 South Union Street, on the West side of South Union directly across from Cliff Street, covering an area of 320 sq. ft., for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the occupied portion of the street existing in the City’s rights-of-way, which must be maintained and placed exactly as described in the plan approved by the Department of Public Works (“DPW”) and attached hereto as Attachment C.

### 5. LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice if DPW determines that the public safety, health, or welfare requires such supplemental conditions:

- A. Licensee shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.
- B. Licensee shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. Licensee shall submit a dust control and street sweeping plan to DPW’s excavation inspector detailing the activities it shall take to control such dust, dirt and debris, but shall also take all additional reasonable activities requested by DPW to control such dust, dirt and debris. All costs of these control activities shall be the responsibility of Licensee.
- C. Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site on the Property.
- D. Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises and shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup, if any toxic or

hazardous waste materials or contaminants are found on the Premises in connection with Licensee's construction activities or use of the Premises.

- E. Licensee shall be responsible for removing, hauling and properly disposing of any accumulated snow or ice on the Premises or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods. All costs of this snow and ice removal shall be the responsibility of Licensee.

## 6. PAYMENT FOR LICENSE

- A. **License Fee.** Licensee shall pay the City encumbrance fees as provided by City ordinance and as further described in Attachment A.
- B. **Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning on the effective date and ending September 29, 2023.

## 7. INSURANCE

- A. **Requirement.** Licensee shall maintain, throughout the term of this Agreement and any subsequent extension or renewals, comprehensive public liability insurance with an A- or better-rated insurance carrier qualified to transact business in the State of Vermont insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.
- B. **Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 30 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. **Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

## 8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee

shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement, including attorney's fees, collection costs, or other costs, of Licensee or any third party.

#### **9. RESPONSIBILITY FOR SUPERVISION:**

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

#### **10. PUBLIC RELATIONS:**

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

#### **11. PERMITS**

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

#### **12. NUISANCES PROHIBITED**

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

#### **13. INSPECTION OF WORK:**

The City shall, at all times, have access to the Premises for the purposes of inspection, and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

#### **14. ASSIGNMENT OF RIGHTS**

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this §14 shall constitute a discontinued use under §2.C.i of this Agreement.

#### **15. LIMITATION OF RIGHTS**

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

## **16. WAIVER**

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

## **17. ENTIRE AGREEMENT**

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

## **18. MODIFICATION**

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

## **19. THIRD PARTY BENEFICIARIES**

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

## **20. ATTACHMENTS**

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

- A. Attachment A:** Licensee's Application
- B. Attachment B:** Department of Public Works Encumbrance Recommendation Form
- C. Attachment C:** Photographs and Sketches of Encroachment
- D. Attachment D:** Certificate of Insurance

## **21. ORDER OF PRECEDENT**

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

## 22. SIGNATURE PAGE

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

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

#### **LICENSEE**

Cooper Smith-Stackhouse  
Silver Maple Construction LLC

By: \_\_\_\_\_  
Cooper Smith-Stackhouse

Date: \_\_\_\_\_

#### **CITY OF BURLINGTON Mayor Miro Weinberger**

By: \_\_\_\_\_  
Mayor Miro Weinberger  
Duly Authorized

Date: \_\_\_\_\_

EX-A



City of Burlington, VT

03/23/2023

## REN-23-3

ROW Encumbrance Permit

**Status:** Active**Date Created:** Mar 2, 2023

---

### Applicant

Cooper Smith-Stackhouse  
cooper@silvermapleconstruction.com  
227 Pond Lane  
Middlebury, VT 05753  
(802) 363-0916

---

### Right-of-Way Encumbrance Application

#### Type of Encumbrance Requested

Long-Term Encumbrance (More than 60 Days)

#### Encumbrance Description

Two parking spaces along the street directly in front of the house.

#### Location of Encumbrance

381 South Union St

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

#### Encumbrance Term (Years)

0

#### Encumbrance Start Date

04/04/2023

#### Encumbrance End Date

09/29/2023

#### Area Encumbered (Square Feet)

320



DEPARTMENT OF PUBLIC WORKS  
 645 PINE STREET  
 BURLINGTON, VT 05401  
 Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466  
 Email: dpwpinecustomerservice@burlingtonvt.gov

## DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Silver Maple Construction DATE: 4/4/2023  
 COMPANY NAME: Silver Maple Construction LLC PHONE: 802-363-0916  
 CONTACT NAME: Cooper Smith-Stackhouse EMAIL: cooper@silvermapleconstruction.com  
 MAILING ADDRESS: 50 River Road, New Haven VT 05472  
 LOCATION OF ENCUMBRANCE: 381 South Union Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES [ ]

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES ☒

NO [ ]

3. Additional Comments: Parking for construction related vehicle in front of property in  
on street parking stall, M-F 7am-5pm

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES [ ]

NO [ ]

5. Describe the encumbrance, including square footage and location of items: Parking on South side of South Union St at #381. 320 Sq. Ft.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [ ] If no, reason: \_\_\_\_\_  
 Signature: Caleb Manna Date: 4/4/2023



Silver  
Maple  
LLC

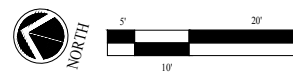
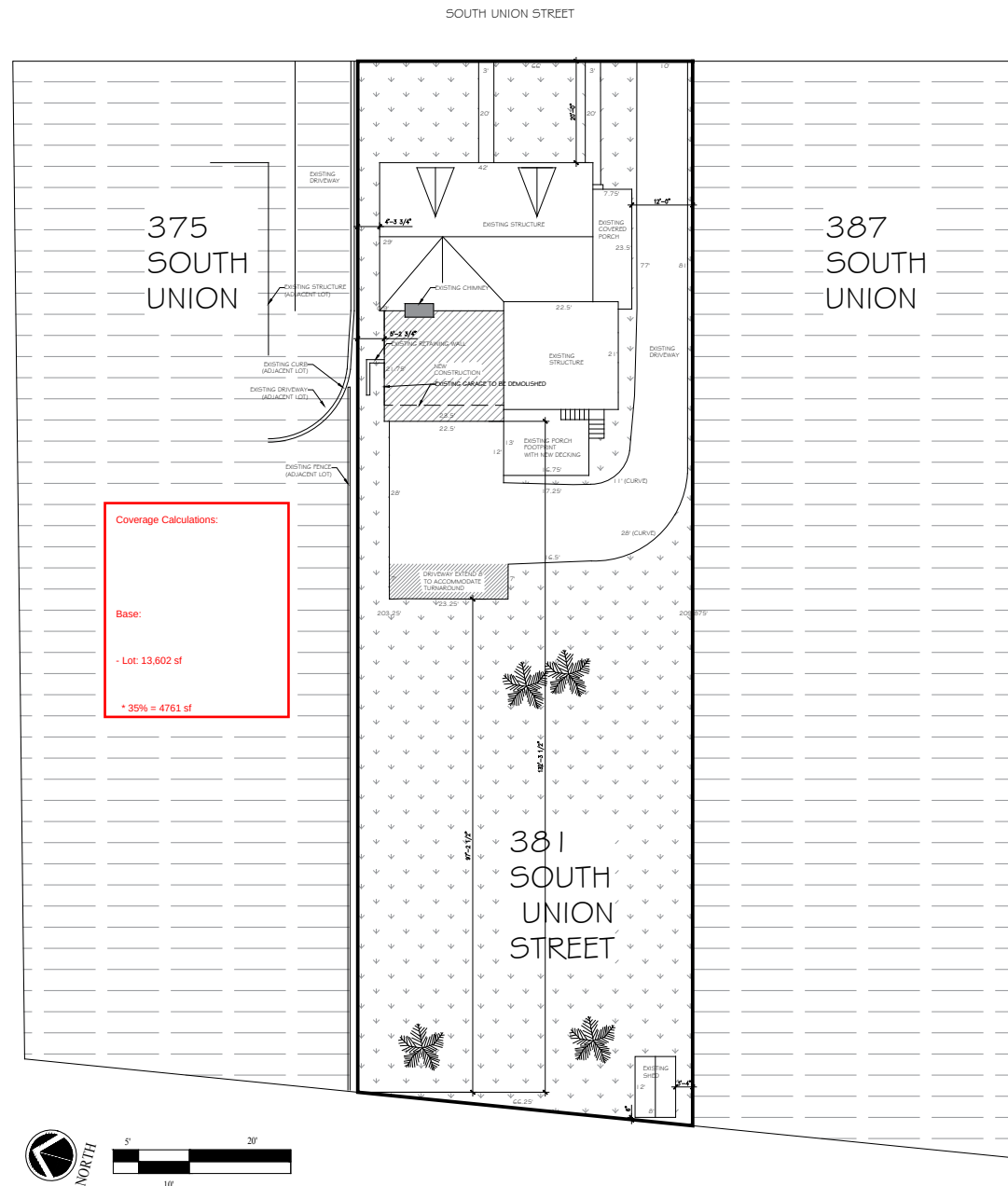
Construction

Fine Home Building and Expert Renovations  
50 River Road  
Newhaven, VT 05472

[illegible]

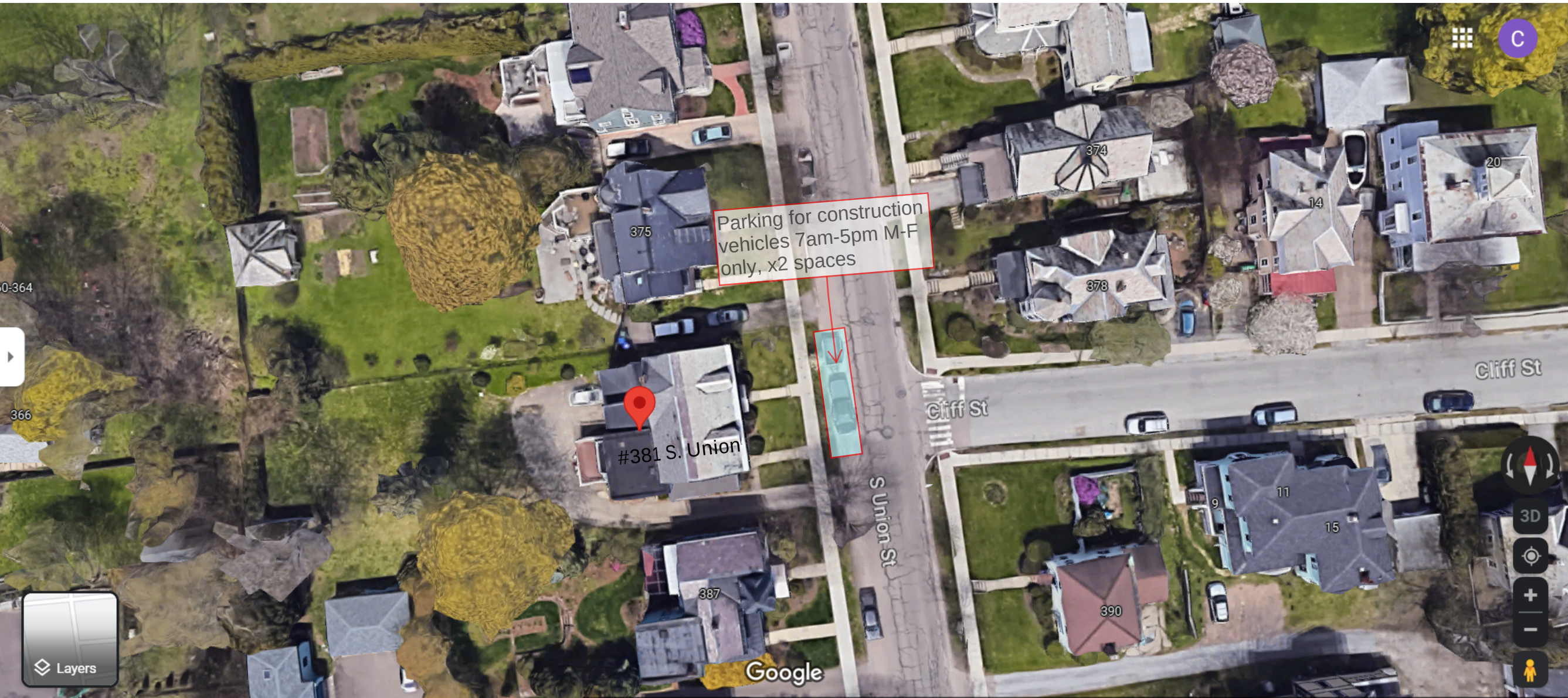
LANE/CARVELLI  
RESIDENCE  
BURLINGTON, VERMONT

C100





EX-C1







SILVMAP-02

JROCKEFELLER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                      |      |                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br><b>Hickok &amp; Boardman Insurance Group</b><br>346 Shelburne Rd<br>Burlington, VT 05401 | EX-D | CONTACT NAME:<br>PHONE (A/C, No, Ext): <b>(802) 658-3500</b><br>FAX (A/C, No): <b>(802) 658-0541</b><br>E-MAIL ADDRESS: <b>e-doc@hbinsurance.com</b> |
| INSURER(S) AFFORDING COVERAGE                                                                        |      | NAIC #                                                                                                                                               |
| INSURER A : <b>Selective Insurance Co. of America</b>                                                |      | <b>12572</b>                                                                                                                                         |
| INSURER B : <b>Selective Insurance Co. of South Carolina</b>                                         |      | <b>19259</b>                                                                                                                                         |
| INSURER C : <b>Hiscox Insurance Company</b>                                                          |      | <b>10200</b>                                                                                                                                         |
| INSURER D :                                                                                          |      |                                                                                                                                                      |
| INSURER E :                                                                                          |      |                                                                                                                                                      |
| INSURER F :                                                                                          |      |                                                                                                                                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | S 2516131     | 7/9/2022                | 7/9/2023                | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b><br>MED EXP (Any one person) \$ <b>15,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>VT Pollution \$ <b>1,000,000</b> |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                 |           |          | S 2516131     | 7/9/2022                | 7/9/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                                                  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>                                                                                |           |          | S 2516131     | 7/9/2022                | 7/9/2023                | EACH OCCURRENCE \$ <b>5,000,000</b><br>AGGREGATE \$ <b>5,000,000</b><br>\$                                                                                                                                                                                                                                              |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                              |           | N / A    | WC 9098885    | 7/9/2022                | 7/9/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                                                                          |
| C        | Professional Liabili                                                                                                                                                                                                                                                                                                          |           |          | ANE4843098.21 | 7/9/2022                | 7/9/2023                | Retention \$10,000 \$ <b>1,000,000</b>                                                                                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
States covered under Workers' Compensation section 3.A include VT, NY.

Additional insured status applies to City of Burlington on a primary non-contributory basis for ongoing and completed operations under General Liability per terms and conditions of attached forms.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                    |                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Burlington<br>Burlington Public Works, Encumbrance Application Dept<br>645 Pine St<br>Burlington, VT 05401 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Lori Olberg**

**From:** NRB.Act250Essex@vermont.gov  
**Sent:** Monday, April 10, 2023 11:32 AM  
**To:** claire.forbes@uvm.edu; lisa.kingsbury@uvm.edu; lani.ravin@uvm.edu;  
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; kaitlin.hayes@vermont.gov  
**Subject:** Act 250 Land Use Permit Amendment 4C0637-2B  
**Attachments:** LUP\_Exhibit List\_COS 4C0637-2B.pdf

FOR INFORMATION ONLY

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

 This email was sent from someone outside of the City of Burlington.

Hello,

Attached is Act 250 Land Use Permit Amendment 4C0637-2B, the exhibit list, and the associated certificate of service. Be advised the electronic copy is the only copy you will receive. On request, we would be happy to provide a printed copy. Please contact the District 4 office with any questions.

Thank you.

**Act 250 District Office - Essex (District 4 Environmental Commission)**  
111 West Street  
Essex Junction, VT 05452

**Madeline Cotter** *NRB Technician*  
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov  
<https://nrb.vermont.gov>

**Lori Olberg**

**From:** Brackin, Stephanie <Stephanie.Brackin@vermont.gov>  
**Sent:** Friday, April 7, 2023 11:59 AM  
**Subject:** DEC Press Release: Backyard Burning Reminders Released

Some people who received this message don't often get email from stephanie.brackin@vermont.gov. [Learn why this is important](#)

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

## PRESS RELEASE

For Immediate Release - April 7, 2023

### Contact:

John Wakefield, Air Quality and Climate Compliance Section Chief  
Department of Environmental Conservation  
802-279-5674, [John.Wakefield@vermont.gov](mailto:John.Wakefield@vermont.gov)

FOR IMMEDIATE RELEASE ONLY  
This press release is for immediate release only. Do not contact the City of Burlington.

## Backyard Burning Reminders Released

*Montpelier, VT* – With spring cleaning underway in some parts of the state, the Department of Environmental Conservation (DEC) wants to remind and encourage Vermonters to follow a few guidelines for on-premise or backyard open burning.

“Burning materials from spring cleanup can release harmful pollution that can impact neighboring properties,” said DEC Commissioner John Beling. “By following these guidelines, Vermonters can help reduce air pollution, avoid nuisance impacts, and protect human and environmental health.”

On-premise or backyard burning of brush, deadwood, or tree cuttings collected from normal property maintenance is allowed under the Vermont Air Pollution Control Regulations, as long as no public or private nuisance, such as excessive smoke, is created. Use these guidelines during backyard burning:

- Allow green materials to dry before burning.
- Consider the wind speed and direction before burning.
- Ensure that the fire burns hot.
- Check the [Fire Danger Forecast](#) from Forests, Parks and Recreation and postpone burning during periods of elevated fire danger.
- Check the [Air Quality Forecast](#) and postpone burning if atmospheric conditions are not favorable to disperse the smoke.
- Obtain a local burn permit from your [Town Fire Warden](#).

“Our best suggestion is to avoid burning altogether and let the materials decompose naturally,” said John Wakefield, the DEC’s Compliance Section Chief for the Air Quality and Climate Division.

Find tips on what to do with excess leaves, grass, and wood – such as composting and brush piles – from the [Waste Management and Prevention Division](#).

Learn more about open burning in Vermont from the [Air Quality and Climate Division](#).

###

**Lori Olberg**

**From:** NRB.Act250Essex@vermont.gov  
**Sent:** Friday, April 7, 2023 8:30 AM  
**To:** dustin.resnick@drhc.com; kevinw@engineeringventures.com;  
juliag@engineeringventures.com; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org;  
NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg;  
anr.act250@vermont.gov; kaitlin.hayes@vermont.gov  
**Subject:** Act 250 Schedule G notice 4C0116-14G  
**Attachments:** Schedule G 4C0116-14G.pdf

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

Hello,

Attached is a Schedule G notice of initial Act 250 application filing for 4C0116-14G - Hilton Hotel, Burlington.

Thank you.

**Act 250 District Office - Essex (District 4 Environmental Commission)**  
111 West Street  
Essex Junction, VT 05452

**Madeline Cotter** *NRB Technician*  
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov  
<https://nrb.vermont.gov>

Lori Olberg

From:

Sent:

To:

Pochop, Peter <Peter.Pochop@vermont.gov>  
Thursday, April 6, 2023 1:51 PM  
Webb, Marilla; Geoffroy, DebraAnn; Bohannon, DonnaL; Haight, Jeanette; Robin Wilcox;  
Wyman, Darlene; Westcom, Katherine; Bean, Deborah; Rainey, Diane; Heisholt,  
BenjaminP; Dawes, CarolynS; tlunt@barretown.org; Atwood, Kristin;  
townclerk@townofbelviderevt.com; Barbeau, CassandraJ; Bartholomew, Daphne;  
Fecteau, Emily; townclerk@berlinvt.gov; Brown, Pamela; BowenJr, Ray; Grover, Amy;  
McLam, Sonya; Brassard, Jessica; Gage, Sue; Francis, Hilary; nlr.bridgewater@gmail.com;  
Howlett, Julie; Debonville, Teresa; Myers, Jen; Godfrey, Teresa; Tanza, Guy; Faust, Valerie;  
Graham, Sharon; Hackett-Corey, Linda; burlingtontownclerk; Ritter, Betty; Robert, Judith;  
Schilling, Mark; clerktreas@canaan-vt.org; Boutwell, Nedra; McNamara, Diane; Gray, Teri;  
Mead, Mary; Lathrop, Karen; Aldrich, Deborah; Janoski, Roberta; Menard, Gloria; Graeter,  
Julie; townclerk@concordvt.org; townclerk@corinthvt.org; cornwallvt; Tanguay, Deb;  
Brown, Yvette; Arnold, Janice; Somers, Wendy; Morin, Faye; Pinsonault, Sandra;  
townclerk@doververmont.com; Frechette, Laurie; dux.townclerk@gmail.com; Fillion,  
KerriS; Laquerre, Rosie; Vear, Candace; Draper, Sharon; Draper, BillieJo; McNamara-Hill,  
Susan; Dechame, Suzanne; Woodward, Deborah; Hodet, Linda; Wolf-Ludwig, Georgette;  
Lewis, Patti; townclerk@ferrisburghvt.org; Sweet, Karrie; Larivee, Lisa; Letourneau, Cheryl;  
Sweeney, Jessica; McKinnon, Rosemary; Record, Kimberly; Noble, Nellie; Boutin, Melissa;  
Werner, Kathy; Greaves, Kim; Peters, Carrie; Blakeslee, George; Marine, Penny; Dow,  
Patricia; Troumbley, Jody; Miller, Alberta; O'Neil, Lisa; hartlandtownclerk@hartlandvt.org;  
Dusablon, Wendi; Ross, Melissa; Judd, Diane; clrkhubb@gmail.com; Racht, Heidi; Kim;  
iraclerk@vermontel.com; Ingalls, Danielle; Noble, Sarah; townclerk@jamaicavermont.org;  
Deaette, Lynnette; Alexander, Jessica; Audibert, Rosemary; Wonsor, Lucrecia;  
townclerk.kirbyvermont@gmail.com; Landgrove Town Clerk; Delphia, Julie; Ellingwood,  
Beth; Ober, Sally; townclerk@londonderryvt.org; Pion, Christy; Cook, Ulla; Scott, Patricia;  
Dwyer, DawnR; Lovell, Bonnie; Sheldon, AnitaL; townclerk@marlborovt.us;  
clerk@marshfieldvt.gov; Gondella, Nancy; Webster, Ann; Merriman, Sarah; Castle, Laura;  
kbeers@miltonvt.gov; townclerk@monktonvt.com; Reighley, Elizabeth; Odum, John;  
Brown, Cherilyn; Morin, TammyLee; Haskins, Sara; mthollytc@yahoo.com; Bassoll,  
William; Kingman, Pam; Holden, Amber; Tomlinson, Nikki;  
tclerknewfane@newfanevt.com; Johnson, James; Daigle, Denise; Julow, Corinn; Pedley,  
Kim; Vigneault, Gina; Munday, Bonnie; townclerk@orangevt.org; Walker, Elizabeth;  
Correia, Pam; Hawkins, Deb; Galinat, Thomas; Freeman, Jennie;  
townclerk@pittsfieldvt.com; McKinlay, HelenE; Wells, LindaB; Small, Sandie; Fielder,  
Rebecca; Wescott, Betsy; Weber, Julie; clerk@proctorvermont.com; Johnson, Jonathan;  
emery@randolphvt.org; Brennan, Calista; Holland, Amber; Deuso, Kiley; Parent, LindaM;  
\_VCBB-Partner, Template; townclerk@rochestervermont.org; Neathawk, Kathleen;  
Legacy, Tammy; townclerk@royaltonvt.com; Lenhardt, Andrea; Heck, HenryA; Clark, Kari;  
Page, Elizabeth; s.gabaree@stalbanstvt.com; Bourdon, Anna; Pillsbury, April; Jewell, Stacy;  
Scott, Susan; sandgateclerk2@outlook.com; Kilbride, Josephine; Hall, Marlene; StPeter,  
Debra; StPeter, William; Vachon, Diana; Dufresne, Kimberlee; Ortuno, Julie; Goodwin,  
Mark; Kinville, Donna; Yates, JanetH; Courchesne, BarbaraA; townclerk@stamfordvt.net;  
Withers, Connie; amy@starksborovt.org; TownClerk@stockbridgevt.gov; Walker, Lisa;  
Bragg, LisaM; Young, Kent; Sgorbati, Steve; Keough, Rose; Simpson, Dianna; Fournier,  
Cathy; tborst@thetfordvt.gov; Town-Clerk, Tinmouth; Flannigan, Cynthia; Bean, Anita;  
Medley, TerriA; Conner, Jillian; Morin, Sherri; clerk@vergennes.org; Arsenault, Tim; Craft,  
Gene; Martel, Tracy; Peterson, Jennifer; Smith, Lina; Sharon, Julie; Castimore, MaryAnn;  
Bedard, Jacqueline; Goss, Reta; Davis, Carol; Lawrence, Carla; Pelow, Jessy; LaRose,  
Nancy; Dango, Flo-Ann; Sargent, NoraR; townclerk@westfairleevt.gov; Richards, Carol;

**Lori Olberg**

**From:** Brackin, Stephanie <Stephanie.Brackin@vermont.gov>  
**Sent:** Wednesday, April 5, 2023 10:55 AM  
**Subject:** FPR Press Release: Protect Vermont's Hiking and Biking Trails During Mud Season

Some people who received this message don't often get email from stephanie.brackin@vermont.gov. [Learn why this is important](#)

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

## PRESS RELEASE

For Immediate Release – April 5, 2023

**Contact: Becca Washburn**

Becca Washburn, Director of Lands Administration and Recreation

Department of Forests, Parks and Recreation

[becca.washburn@vermont.gov](mailto:becca.washburn@vermont.gov), 802-793-3432

FOR IMMEDIATE RELEASE  
APRIL 5, 2023  
CONTACT THE FPR OFFICE

72 97 46 1 11

## Protect Vermont's Hiking and Biking Trails During Mud Season

Montpelier, VT – Despite the late arrival of winter to Vermont, the Vermont Department of Forests, Parks and Recreation (FPR) wants to remind the public that mud season is here and many trails around the state are closed.

During mud season, which can run until Memorial Day in upper elevations, hiking and biking trails are extremely wet and muddy due to the combined effects of snow melt, thawing ground, and seasonal rain. We ask the public to avoid muddy, soft trails to protect sensitive vegetation and ensure trails are in good shape for the upcoming hiking and biking season.

"We encourage the public to get outside this spring, but to avoid closed and muddy trails," said Becca Washburn, FPR's Director of Lands Administration and Recreation. "Enjoy the spring sunshine on open trails, like paved and gravel bike paths, and save the summit destinations for summer."

"We're grateful to the Vermont hiking community and all the steps they take to be good stewards of our trails and fragile mountain environments. During mud season, we remind all hikers to do their part in protecting Vermont's natural landscapes and rare alpine vegetation by avoiding high elevation muddy trails and exploring low-elevation durable surface alternatives," said Keegan Tierney, Director of Field Programs for the Green Mountain Club.

"Mountain bike trails are extremely susceptible to damage during mud season," said Nick Bennette, Executive Director at the Vermont Mountain Bike Association (VMBA). "If your tires leave a noticeable rut in the trail, turn around and find a durable surface to ride elsewhere. If you encounter a puddle, ride on the dry area of the trail or straight through if there is none. Mountain bikers can show our commitment to being a community of responsible trail users by using these simple guidelines and some common sense to protect our trails."

In addition, FPR asks the public to follow these guidelines:

- **Check trail status.** Official closures and trail conditions vary widely throughout the state. Check resources like [Trailfinder.info](#), [Green Mountain Club Visitor Center](#) (802-244-7037), and [VMBA Trail Conditions](#) to find out what trails are closed or open near you. Spring weather is variable; even if a trail is marked as open, please proceed with caution. If you encounter mud, turn around and go back another day.
- **Seek durable surfaces.** There are plenty of ways you can get outside. Seek out durable surfaces to hike or bike on, like gravel roads, paved roads, rail trails, and bike paths, as these are more resilient to mud season. Use

**Lori Olberg**

**From:** Montgomery, Owen - MRP-APHIS <owen.j.montgomery@usda.gov>  
**Sent:** Wednesday, April 5, 2023 10:06 AM  
**To:** burlingtontownclerk  
**Subject:** USDA Trap, Vaccinate and Release Program Plans  
**Attachments:** TVR Letter.pdf; TVR Map.pdf; TVR 12A.pdf

Some people who received this message don't often get email from owen.j.montgomery@usda.gov. [Learn why this is important](#)

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

Wildlife Services wanted to inform you of our upcoming plans in response to an increase in Rabies cases in Chittenden County.

Please pass on as appropriate. I can be reached at the below cell phone number for questions/concerns.

---

**Owen Montgomery**

Wildlife Biologist / Rabies  
Animal and Plant Health Inspection Service  
United States Dept. of Agriculture  
617 Comstock Road, Suite 9  
Berlin, VT. 05602  
(O)802-223-8690  
(C)802-272-1072  
*Stay Connected with USDA*

APR 11 2023 10:06 AM  
CONTACT THE DISTRICT OFFICE

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.



**Lori Olberg**

**From:** NRB.Act250Essex@vermont.gov  
**Sent:** Friday, March 24, 2023 8:54 AM  
**To:** jdufour@gmail.com; dmarshall@cea-vt.com; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; anr.act250@vermont.gov; Stephanie.Monaghan@vermont.gov  
**Subject:** 4C1352 Schedule G  
**Attachments:** Schedule G 4C1352.pdf

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

Attached is Schedule G.

**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>

# CITY OF BURLINGTON

In the Year Two Thousand Twenty-Three

## An Ordinance in Relation to

PARKING ENFORCEMENT IN CERTAIN BURLINGTON  
PARKS, RECREATION & WATERFRONT LOTS

ORDINANCE \_\_\_\_\_

Sponsor: Parks, Recreation and  
Waterfront Department  
Public Hearing Dates: \_\_\_\_\_

First reading: \_\_\_\_\_

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

Rules suspended and placed in all  
stages of passage: \_\_\_\_\_

Second reading: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

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

That Chapter 22, Parks, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 23, Penalty; and amending Appendix D, Rules and Regulations of the Burlington Parks and Recreation Department, Sec. 4, thereof to read as follows:

### **Sec. 22-23     Penalty.**

A violation of the following sections of this chapter shall be deemed a civil offense:

Section 22-2. Damage to parks.

Section 22-3. Digging or blasting prohibited.

Section 22-4. Littering.

Section 22-5. Glass bottles prohibited; exception.

Section 22-6. Throwing stones or other object prohibited; exception.

Section 22-7. Camping in parks prohibited.

Section 22-10. Fire prohibited.

Section 22-11. Discharging fireworks prohibited.

Section 22-13. Animals prohibited, exception.

Section 22-14. Disturbing birds, nests, eggs or animal prohibited.

Section 22-15. Hitching horses to trees or shrubs prohibited.

Section 22-16. Motor vehicles subject to parks regulations.

Section 22-18. Driving on grass.

Section 22-22. Consumption of alcoholic beverages prohibited.

In addition, a violation of any provision of the rules and regulations of the parks and recreation department contained in Appendix D of this Code of Ordinances shall be deemed a civil offense, except that any parking infraction occurring in the metered lots enumerated in Appendix C, § 18(a)(7)–(13) shall be punishable in accordance with Chapter 20 and Appendix C. A violation of these sections or the rules and regulations shall be punishable by a civil penalty of from fifty dollars (\$50.00) to five hundred dollars (\$500.00). The waiver penalty for such offenses for purposes of the municipal complaint (civil ticket) shall be fifty dollars (\$50.00). Each day's continued violation shall be a separate offense. The superintendent of parks, waterfront managers, city arborist, urban park rangers, seasonal operations supervisors and all law enforcement officers are authorized to issue a municipal complaint for a violation of this chapter.

\* \* \*

#### **Appendix D Rules and Regulations of the Burlington Parks and Recreation Department**

1-3 As written.

4 Beaches and waterfront areas

(A) *Prohibited Activities* As written.

(B) *Rate Structure*

(1) The following regulations shall apply to persons entering Bernard J. Leddy Park, Oakledge Park, North Beach and Perkins Pier during the summer season, generally held to be May 15 until Labor Day or as otherwise posted.

~~(2) The operator of any motor vehicle seeking entrance to the above parks shall come to a complete stop at the attendant's booth marking the entrance to the park, and proceed only after complying with the instructions of the attendant on duty.~~

(3)-(7) As written.

(8) A business pass may be issued to the operator of a motor vehicle for specific business with the department of parks and recreation, or a concessionaire or licensee under contract with the department to operate within the park, except that said pass shall not be available to any applicant for use of a recreational service during the time of admission, such as renting a sailboat from a concessionaire. Said business pass shall be for a period of one-half hour, unless prior notice is given and an extension approved by the department. ~~Said pass shall be surrendered to the gate attendant upon leaving the park.~~

(9)-(12) As written.

51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63

\*

Material stricken out deleted.

\*\*

Material underlined added.

tm/KSC/Ordinances 2023/Parking Enforcement in BPRW Lots

4/13/23

## MEMO

To: City Council  
From: Cindi Wight, Director of Parks, Recreation & Waterfront  
CC: Erin Moreau, Waterfront Superintendent  
Date: April 17, 2023  
Subject: Enforcement of BPRW parking lots

---

### **Request:**

To authorize the update of Chapter 22, Section 23 to provide for DPW Parking Services' enforcement of BPRW beach lots in accordance with Chapter 20 and Appendix C, as well as the update of Appendix D to remove reference to attendant's booths.

### **OVERVIEW**

Our department has four parking lots where we charge for parking seasonally and two parking lots where we charge for parking year-round. The lots provide significant revenue to our general fund department.

Seasonal lots – Leddy, North Beach, Oakledge, Coast Guard launch ramp  
Year-round lots – Perkins and Pease

When the enforcement of public parking went to the DPW Parking and Traffic Division, we started a new relationship with the division to support the operation of the lots, as they have expertise in parking management and are a "one-stop" shop. They service the kiosks, provide support on the wording for signage, and have the staff and systems to sell permits and enforce the lots through ticketing.

To ensure a clear path for enforcement of our lots, the City Attorney's Office recommended a change to our ordinances. Chapter 22, Section 23 references the penalties for violations in the parks. BPRW suggests adding to the penalties section, "except that any parking infraction occurring in the metered lots enumerated in Appendix C, § 18(a)(7)–(13) shall be punishable in accordance with Chapter 20 and Appendix C." The change specifies that we follow the rules of enforcement outlined in Chapter 20 and still allows our staff to support the enforcement of the lots in the busy summer season.

The DPW Commission approved adding our lots to their list of areas to enforce at their March 15, 2023 meeting.

We are also updating the ordinances to reflect not having attendant booths.



### Motion

To approve and recommend to the City Council that it accept, authorize, and place in all stages of passages the amendment to Chapter 22, Section 23, of the Burlington Code of Ordinances and the removal of Appendix D, Section 4(B)(2), as outlined in the attached ordinance change form, subject to final approval by the City Attorney's Office.

**Board of Finance and City Council Submission Checklist**Department: BPRW Submitter: Cindi WightTitle/Subject: BPRW Parking Enforcement

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance |                               |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 4/7/2023                      | Click or tap here to enter text. |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/11/2023                     | Click or tap here to enter text. |
| Board/Commission, if required                                                                         | Yes      | 2/14/2023                     | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | 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)<br>-Identify attorney in note | Yes      | 4/7/2023                      | Kyle Clauss                      |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 4/13/2023                     | Click or tap here to enter text. |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | No        | 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       | Shannon, Barlow, Dieng           |

# CITY OF BURLINGTON

ORDINANCE 5.30

Sponsor: Parks, Recreation and  
Waterfront Department  
Public Hearing Dates: \_\_\_\_\_

In the Year Two Thousand Twenty-Three

## An Ordinance in Relation to

PARKING ENFORCEMENT IN CERTAIN BURLINGTON  
PARKS, RECREATION & WATERFRONT LOTS

First reading: \_\_\_\_\_

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

Rules suspended and placed in all  
stages of passage: 04/17/23

Second reading: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: 04/26/23

Published: 05/03/23

Effective: 05/24/23

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

That Chapter 22, Parks, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 23, Penalty; and amending Appendix D, Rules and Regulations of the Burlington Parks and Recreation Department, Sec. 4, thereof to read as follows:

### Sec. 22-23 Penalty.

A violation of the following sections of this chapter shall be deemed a civil offense:

Section 22-2. Damage to parks.

Section 22-3. Digging or blasting prohibited.

Section 22-4. Littering.

Section 22-5. Glass bottles prohibited; exception.

Section 22-6. Throwing stones or other object prohibited; exception.

Section 22-7. Camping in parks prohibited.

Section 22-10. Fire prohibited.

Section 22-11. Discharging fireworks prohibited.

Section 22-13. Animals prohibited, exception.

Section 22-14. Disturbing birds, nests, eggs or animal prohibited.

Section 22-15. Hitching horses to trees or shrubs prohibited.

Section 22-16. Motor vehicles subject to parks regulations.

Section 22-18. Driving on grass.

Section 22-22. Consumption of alcoholic beverages prohibited.



ORIGINAL

AN ORDINANCE  
IN RELATION TO

Introduced by

Councilor \_\_\_\_\_

Read in City Council first time

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Rules suspended, and ordinance placed in all stages of  
passage.

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Read in City Council second time

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Passed in City Council at meeting held

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Approved \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, Mayor.

I, \_\_\_\_\_, City Clerk of the City of Burlington  
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has  
been duly published according to Law and the Charter of the City, and in compliance with said  
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for \_\_\_\_\_ day,

namely the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
Adopted \_\_\_\_\_ Published \_\_\_\_\_ Effective \_\_\_\_\_  
\_\_\_\_\_, City Clerk

Attest:

Distribution

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

\* \* \* \* \*

\* \* \* \* \*

In addition, a violation of any provision of the rules and regulations of the parks and recreation department contained in Appendix D of this Code of Ordinances shall be deemed a civil offense, except that any parking infraction occurring in the metered lots enumerated in Appendix C, § 18(a)(7)–(13) shall be punishable in accordance with Chapter 20 and Appendix C. A violation of these sections or the rules and regulations shall be punishable by a civil penalty of from fifty dollars (\$50.00) to five hundred dollars (\$500.00). The waiver penalty for such offenses for purposes of the municipal complaint (civil ticket) shall be fifty dollars (\$50.00). Each day's continued violation shall be a separate offense. The superintendent of parks, waterfront managers, city arborist, urban park rangers, seasonal operations supervisors and all law enforcement officers are authorized to issue a municipal complaint for a violation of this chapter.

\* \* \*

#### **Appendix D Rules and Regulations of the Burlington Parks and Recreation Department**

1-3 As written.

4 Beaches and waterfront areas

(A) *Prohibited Activities* As written.

(B) *Rate Structure*

(1) The following regulations shall apply to persons entering Bernard J. Leddy Park, Oakledge Park, North Beach and Perkins Pier during the summer season, generally held to be May 15 until Labor Day or as otherwise posted.

~~(2) The operator of any motor vehicle seeking entrance to the above parks shall come to a complete stop at the attendant's booth marking the entrance to the park, and proceed only after complying with the instructions of the attendant on duty.~~

(3)-(7) As written.

(8) A business pass may be issued to the operator of a motor vehicle for specific business with the department of parks and recreation, or a concessionaire or licensee under contract with the department to operate within the park, except that said pass shall not be available to any applicant for use of a recreational service during the time of admission, such as renting a sailboat from a concessionaire. Said business pass shall be for a period of one-half hour, unless prior notice is given and an extension approved by the department. ~~Said pass shall be surrendered to the gate attendant upon leaving the park.~~

(9)-(12) As written.

ORIGINAL

AN ORDINANCE  
IN RELATION TO

Introduced by

Councilor \_\_\_\_\_

Read in City Council first time

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Rules suspended, and ordinance placed in all stages of  
passage.

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Read in City Council second time

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Passed in City Council at meeting held

\_\_\_\_\_, 20\_\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Approved \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, Mayor.

I, \_\_\_\_\_, City Clerk of the City of Burlington  
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has  
been duly published according to Law and the Charter of the City, and in compliance with said  
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for \_\_\_\_\_ day,

namely the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
Adopted \_\_\_\_\_ Published \_\_\_\_\_ Effective \_\_\_\_\_  
\_\_\_\_\_, City Clerk

Attest:

Distribution

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

\* \* \* \* \*

\* \* \* \* \*

51

52

53

54

55

56 \* Material stricken out deleted.

57 \*\* Material underlined added.

58

59

60

61

62 tm/KSC/Ordinances 2023/Parking Enforcement in BPRW Lots

63 4/13/23

# AN ORDINANCE IN RELATION TO

**Introduced by**

Read in City Council first time

**Attest,**

\_\_\_\_\_, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

April 17, 2023

Attest,

\_\_\_\_\_, Clerk.

Read in City Council second time

Attest,

\_\_\_\_\_, Clerk.

Passed in City Council at meeting held

Attest,

\_\_\_\_\_, Clerk.

Approved April 2012, 2012  
[Signature], Mayor.

I, CAO Katherine Schadt, City Clerk of the City of Burlington, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for Wednesday day, \_\_\_\_\_ day of May, 20 23.

namely the 3rd day of \_\_\_\_\_, 20 23.

Adopted 04/17/23 \_\_\_\_\_  
Published 05/03/23 \_\_\_\_\_  
Effective 05/24/23 \_\_\_\_\_  
CAO Schadt, City Clerk

## Distribution

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

BPRW Director Wight

Attest:

Lori Olberg  
Licensing, Voting & records Coordinator

\*



# The Moran Frame

April 17, 2023 Update





# Transformation of the Northern Waterfront



Lake Champlain  
Sailing Center

A\_Dog Skate Park

Moran Frame

Waterworks Park

Burlington  
Harbor Marina

Fishing Pier





# An Abbreviated History



Figure 3.8: The Searles Generating Station in New Jersey. Source: Ike Voss, Environmental Protection Agency.

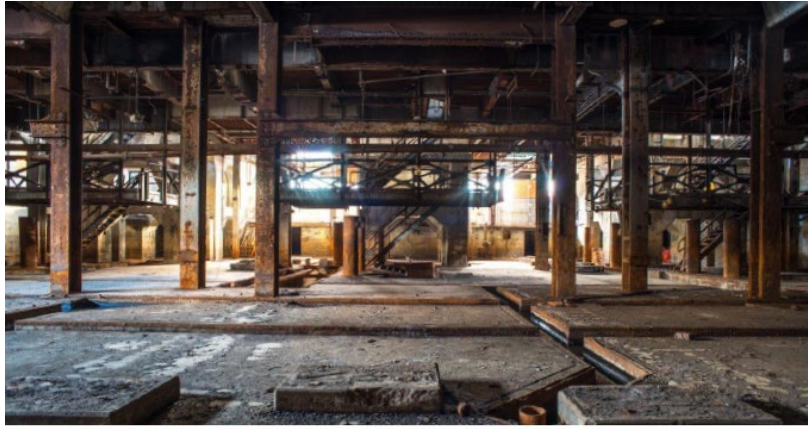


Figure 5.6: Interior of the Moran Plant in 2015 where the turbines were formerly located. Source: Daniel J. Cardon.



Figure 5.2: Model of the 1989 proposed Museum of Science and Education at the Moran Plant. Source: Freeman French Freeman.

1954 Came on-line as coal burning electric plant.

1977: Converted to wood chips

1986: Electric plant decommissioned

1989 – 2017: City explores full adaptive reuse

2018 – 2022: Moran Frame Design & Construction

2014 Voters approve Waterfront Access North

2015 Construction of A\_Dog Skate Park

2016: Construction of the Community Sailing Center

2018 Lake Street Extension

2019: Construction of Burlington Harbor Marina & Waterworks Park

2020: Burlington Greenway Reopens



# Moran Frame Timeline



**AUGUST 19, 2020**  
Moran Frame formal project kick-off with Mayor Miro Weinberger



**SEPTEMBER 11, 2020**  
Most of the interior equipment had been dismantled and removed prior to dismantling the building itself.



**DECEMBER 1, 2020**  
Majority of concrete, brick, and masonry are removed from the building to expose the frame - notice the former coal "hopper" structure in the upper level of the building.



**MARCH 8, 2021**  
All brick and masonry are removed, lead paint abatement is in progress, and preparation for coating application is in progress.

> **AUG '20**

> **SEPT '20**

> **DEC '20**

> **MAR '21**

DISMANTLING STARTED IN AUGUST 2020 AND WAS COMPLETED MARCH 2021

OVER 922,000 BRICKS WEIGHING 1,844 TONS WERE DISPOSED  
4,318 CUBIC YARDS OF GRANULAR MATERIAL BACKFILLED THE FOUNDATION

> **OCT '20**

> **NOV '20**

> **JAN '21**

> **OCT '21**

**OCTOBER 7, 2020**  
Work continues on removal of the masonry.



**NOVEMBER 9, 2020**  
The building envelope is peeled away and steel moment connections are installed to support the frame.



**JANUARY 26, 2021**  
In progress is the finer removal of concrete and brick from the structure.



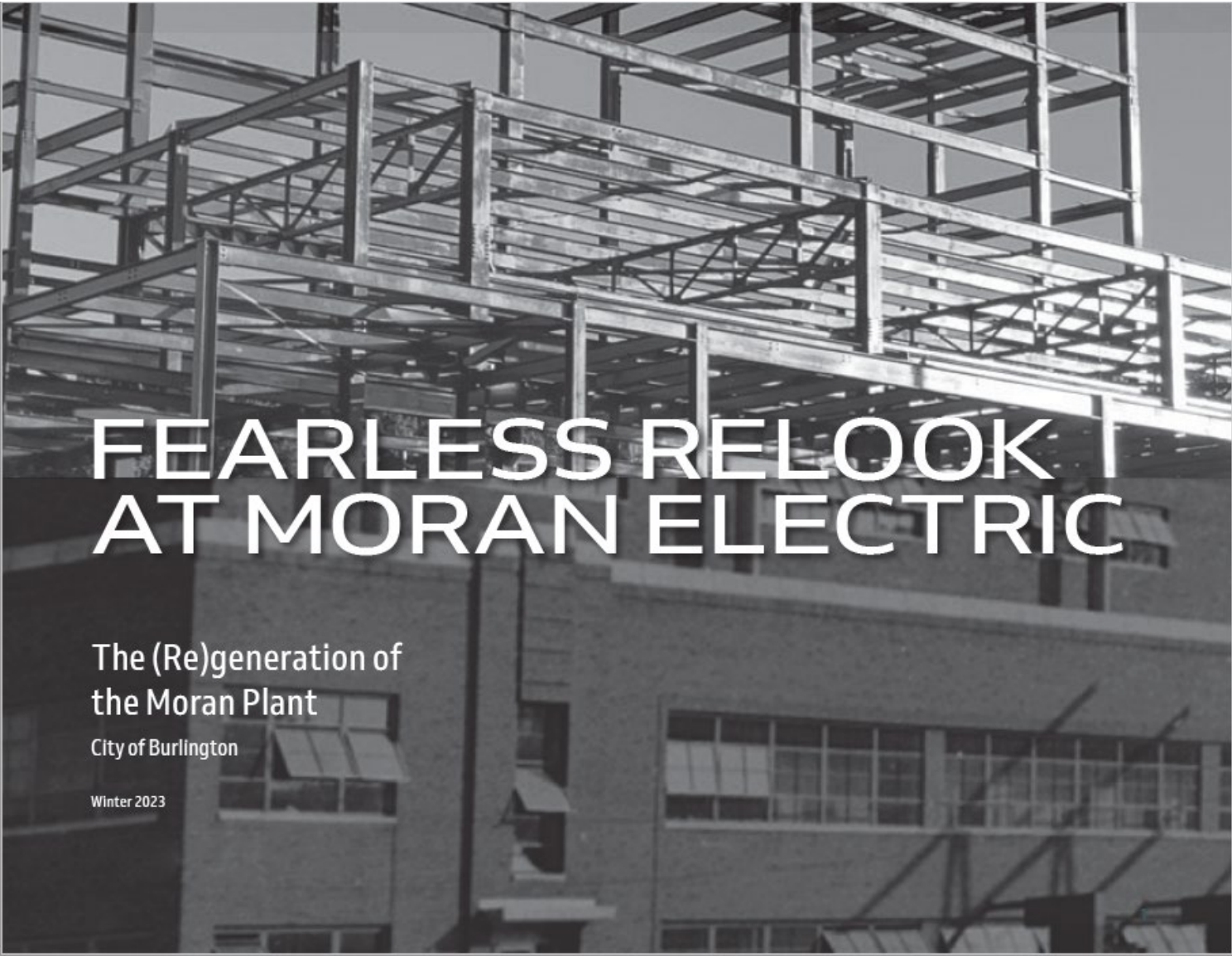
**OCTOBER 20, 2021**  
The painted frame structure is completed.



Figure 6.3: Moran Plant deconstruction, August 2020 - October 2021. Source: VHB.



# Historical Booklet



## FEARLESS RELOOK AT MORAN ELECTRIC

The (Re)generation of  
the Moran Plant  
City of Burlington

Winter 2023



The J.F. Pritchard & Co. of Kansas City, Missouri, took over work on the generation plant.<sup>48</sup> The J.F. Pritchard & Co. of Kansas City, Missouri was a construction and engineering firm that specialized in industrial buildings and had branch offices throughout the country. That company also specialized in the design of power plants and built generating stations in communities such as Sioux City, New York, and New York City.<sup>49</sup> The J.F. Pritchard & Co. did not complete any additional projects in Burlington, however, they were needed in order to serve as the engineers for a proposed Burlington nuclear power plant.<sup>50</sup> Entering the design process, owing to Burlington's financial obligations with the Pritchard Consulting Engineering Company, the J.F. Pritchard & Co. immediately sent two engineers to Burlington to act as liaisons to the city and to supervise construction.<sup>51</sup> While the local work began to lay the Moran Plant's concrete foundation, the engineering firm began the process of designing the new electric generating plant. By the time the J.F. Pritchard & Co.'s engineers came to Burlington, very little of the actual plant had been erected. The city had purchased most of the generating equipment and a massive concrete foundation had been laid by the City of Burlington Corporation of East Junction.<sup>52</sup> The concrete work in the generating plant required 350 tons of steel and 2,200 tons of concrete laid in three massive pours of 800 yards, 600 yards,

and 750 yards.<sup>53</sup> Work on the plant recommenced in 1953 but was stalled by steel drives in 1954. The first turbine was finally put in motion in June 1954 and the plant was officially dedicated on October 20, 1954.<sup>54</sup> Good progress at the dedication included Senator George D. Aiken, Mayor Moran, and city attorney Robert Larner.<sup>55</sup> Originally named the Burlington Municipal Generating Station, the waterfront powerplant was renamed the J. Edgar Moran Plant in 1962 following the death of Mayor Moran.

Upon opening in 1954, the Moran Plant had a generating capacity of 17,000 kw with power generated by three General Electric turbines. Electricity generated at the plant was fed into five busbar lines that provided power to Burlington as well as two Open Mountain Power (OMP) lines that traveled north and south out of the city.<sup>56</sup> Just prior to opening the plant, BLD and OMP reached an agreement whereby OMP ran the Moran Plant, and the city sold the electricity to Burlington customers for 75 years.<sup>57</sup> The agreement ended nearly a half century of competition between BLD and OMP. This competition had led to the needless duplication of lines, power lines, and a general inefficient approach to allocating electricity. The agreement brought together BLD's approximately 10,000 residential customers with OMP's 3,000 industrial customers, effectively doubling the city's electrical generation business.<sup>58</sup> The issue ended in 1962 at which point BLD took back control of the Moran Plant and resumed generating electricity for the City of Burlington.



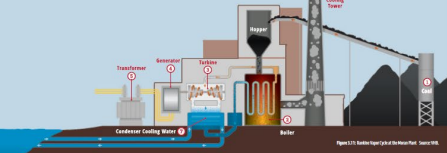
43

Chapter 03

44

### Rankine Vapor Cycle at the Moran Plant

1. Conveyor belts carried coal to the massive steel hoppers at the top floor of the Moran Plant.
2. The heat generated by burning coal superheated water in a boiler, creating steam.
3. Steam was passed through three 10 MW General Electric Westinghouse turbines at high pressure, causing them to rotate.
4. The rotating turbine drove an electrical generator, creating electricity.
5. Electricity was generated in a transformer where it was then distributed throughout the city.
6. Excess steam escaped into the atmosphere through the cooling towers.
7. Remaining steam was condensed and recycled through the plant.



By the time of the Moran Plant's construction, engineers had realized the Rankine Cycle and understood how best to design a coal-fired plant. The Moran Plant was designed to take advantage of its environment. The plant's location on the lakefront gave it access to a ready supply of cold water to generate steam and a large intake channel fed directly from the lake to the Moran Plant. The nearby railroads were also critical to the plant, given the Moran Plant required 180,000 tons of coal to operate annually. BLD needed an efficient rapid network to supply the plant with fuel. BLD's coal was piled in a yard just north of the plant and carried into the building through a large elevated tower and conveyor belt system. The coal entered the building at its highest point where it was pulverized and blown down into hoppers that directly released the coal into the plant's furnaces. These furnaces heated the Moran Plant's water-to-steam. Steam generated in these boilers traveled through pipes to the General Electric turbine at plant level. The electricity generated by these turbines was transmitted to a substation, which converted the direct current to alternating current to distribute the power through Burlington's electrical lines.

Development of the Moran Plant

50



### Re-envisioning the Moran Plant Early Envisioning

The Moran Plant was transformed from BLD to the city in 1986, and in the three decades that followed, there were numerous attempts to re-envision and redesign the space for the public benefit.



**1986**  
The first concept was developed in 1986 by architect, Susan Reed of Thomas French Freeman for a proposed children's museum in the Moran Plant. The museum proposal was city effort by Mayor Mike Cavallaro, CEO Director Michael Smith, and a steering committee of nine community members chaired by Carol Stewart. The newly renovated building was to be called the Museum of Science & Education and included a museum, planetarium, and winter garden that would have been built into the exposed portion of steel frame on the north side of the building. After years of development, the intensity of the project and \$8 million price tag stalled the project, which eventually became the grounds for the CDO, Leahy Center for Lake Champlain on the waterfront south of the Moran Plant.



**1995**  
In the summer of 1995, an international sculpture symposium brought together artists from all over the world to create works of public art that would draw people to the area of the waterfront. The resulting art installation, arranged in a pattern inspired by the Adirondack Mountains and the Green Mountains, was situated in a green yard adjacent to the north of the Moran Plant - right where the coal hoops and conveyor pipes once stood. A hand-painted sign at the site of the installation presented an idea for the adaptive reuse of the building that would be called the "Transformation for Science and the Environment." The sign read:

The SCULPTURE SYMPOSIUM represents the first public expression calling attention to the potential of this site and building.

### RENAISSANCE CENTER for SCIENCE - the ENVIRONMENT Is a community vision for the adaptive reuse of the Moran Plant. Some day, we hope citizens + visitors will work with "hands-on" exhibits about science, culture, and the environment. Also housed here will be State-of-the-art Research Lab.

Never intended to be a permanent work of art, it was dismantled in 2004 to make way for the redevelopment of this area around the Moran Plant.

In 2003, the city released a request for proposals to redevelop the industrial relic and attracted several interesting proposals. However, none had adequate funding. In 2005, the city issued a second request and selected a proposal from the University of Vermont Planning Museum. After several years of planning, the Planning Museum chose not to build and instead focused on improving their facility on the University's main campus.

As the city attempted to find an alternative use for the Moran Plant, the building sat empty, slowly deteriorating as the waterfront transformed around it. In 2004, the Moran Plant finally found a long-term tenant in the Lake Champlain Community Selling Center, which organized that same year. The organization's move into the building was facilitated by local architects including Rick Hopson of the firm Marval Bandiera and Associates.

Re-envisioning the Moran Plant



Re-envisioning the Moran Plant

providing easy access to the lake at an ample room to draw boats in a small pier surrounding the building. However, the Moran Plant's steel base, inventory and, due to the inconvenience of maintaining a portion of the deteriorated building, the Lake Champlain Community Selling Center moved to physical offices out of the Moran Plant in 2004 and elected a temporary office space in the building while continuing to drive boats in the surrounding yard.

In 2016, work began on a new building for the organization, also designed by Marval Bandiera and Associates. Completed in 2017, the new Lake Champlain Center was the first new community waterfront building in the vicinity. Based out of the new building, the Lake Champlain Community Selling Center continues to provide value of its base, inventory, and boats.



Re-envisioning the Moran Plant

providing easy access to the lake at an ample room to draw boats in a small pier surrounding the building. However, the Moran Plant's steel base, inventory and, due to the inconvenience of maintaining a portion of the deteriorated building, the Lake Champlain Community Selling Center moved to physical offices out of the Moran Plant in 2004 and elected a temporary office space in the building while continuing to drive boats in the surrounding yard.

In 2016, work began on a new building for the organization, also designed by Marval Bandiera and Associates. Completed in 2017, the new Lake Champlain Center was the first new community waterfront building in the vicinity. Based out of the new building, the Lake Champlain Community Selling Center continues to provide value of its base, inventory, and boats.

65

Chapter 05

66





# Interpretive Panels translated into BTV's top 10 languages

## Electrical Power Production in Burlington

With the completion of the Champlain Canal in 1823 and bolstered by the arrival of the Rutland Railroad in 1849, the Burlington waterfront has a storied history of industrial use.

By the mid-1870s, Burlington was the third largest lumber port in the country and its waterfront, filled with lumber storage, rail sidings, factories and mills, drove the City's economy. Burlington's shoreline gradually moved westward with the repeated addition of fill. By the end of the 1950s, over 60 acres of new land had been added to the waterfront. By the mid-20th century, rail usage declined and the waterfront evolved into a bulk petroleum storage facility. At one time there were 83 above-ground oil storage tanks on the Burlington waterfront stretching from Calkins Beach to North Beach. Removal of the petroleum tanks and revitalization of the waterfront began in the 1980s with construction of Waterfront Park and the Burlington Bike Path.



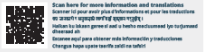
### ELECTRICAL POWER PRODUCTION

Electricity first came to Burlington in 1886, when lights were installed throughout the City for its first Winter Carnival. Although several private companies provided electric power to Burlington in the late-19th century, by 1905, the Burlington Gas Light Company was the only provider. To compete with this privately owned company, residents voted to construct the City's first municipal power generating station in 1903. The City-owned, coal-fired Burlington Electric Light Plant opened in 1905, and still stands today just south of the Moran FRAME (see image above).

The demand for electricity increased in the first half of the 20th century and by 1950, the City's electrical system was undersized and outdated. In 1951, the City purchased land from the Central Vermont Railway for the construction of a new electric generating facility. The Moran Municipal Generating Station, commonly referred

to as the Moran Plant, began operations in 1955 on Burlington Electric Department's 50th anniversary. The Moran Plant facilitated the debut of electric heat to the City in 1957.

In part due to the energy crisis of the 1970s, in 1977, the City converted one of the coal-fired generators in the Moran Plant to wood burning. Within weeks, the Burlington Electric Department determined wood was more cost effective than coal and converted a second coal-fired generator to wood-fired in 1979. By 1980, construction began on the wood-fired McNeil Generating Station at the Intervale, is opened on March 17, 1984. Consequently, the Moran Plant was decommissioned in 1986. The building remained mostly vacant from 1986 until 2020, when it was dismantled except for the steel superstructure as part of the FRAME project.



- 1823 Champlain Canal opens
- 1843 Chambly Canal opens
- 1849 Rutland & Burlington Railroad built on the Burlington waterfront
- 1860 -1890 The waterfront's busiest industrial years
- 1886 Electricity comes to Burlington with the Brush Swan Electric Light & Power Company
- 1905 Burlington Electric Light Plant begins operation
- 1928 Green Mountain Power takes over Burlington Gas Light Company
- 1955 Moran Plant begins operation
- 1977 City converts two of the coal fired generating units in the Moran Plant to wood fired
- 1979 After 1977 when the Moran Plant converted to wood burning generating, the large pile of coal was replaced by the mountains of wood chips. This photograph looks south to the Moran Plant. Source: Burlington Electric Department archive
- 1984 McNeil Generating Station begins operation
- 1986 Moran Plant decommissioned
- 2020 Moran Plant dismantled, leaving the steel superstructure in place

## How the Moran Plant Generated Power

### RANKINE VAPOR CYCLE AT THE MORAN PLANT

1. Conveyor belts carried coal to the massive steel hoppers at the top floor of the Moran Plant.
2. The heat generated by burning coal evaporated water in a boiler, creating steam.
3. Steam was passed through three 50 MW General Electric Venturisteam turbines in bulk steam-turbine generators.
4. The rotating turbine drove an electrical generator, creating electricity.
5. Electricity was passed up to a transformer where it was then distributed throughout the city.
6. Exhaust steam escaped into the atmosphere through the cooling towers.
7. Remaining steam was condensed and recycled through the plant.

### PURPOSEFUL DESIGN

Monumental power plants with ornate architectural details were favored in the early 1900s; but, by the 1950s, architects preferred simple, utilitarian designs that reflected the needs of the machinery and equipment housed inside. The Moran Plant's design reflected this mid-century utilitarian aesthetic. The plant was comprised of three stepped, flat-roofed units that were shaped by interior functions and reflected innovations and technological advancements in power plant design. Notably, the plant had an attached exterior steel boiler structure instead of a separate building to house the cooling and ventilation system, an important advancement in power plant design. The architecture intentionally projected a sense of clean, modern, unpretentious efficiency.

Although a small portion of the plant contained offices and locker rooms, most of the plant's interior consisted of large open spaces housing

power generating equipment. Steel beams were exposed and the lack of interior partitions enhanced light penetration from industrial and clerestory windows and electrical fixtures. The unfinished concrete floors, plain brick walls, and exposed steel were materials chosen because of their functionality, low cost, and ability to withstand the constant vibrations of coal conveyors and the rotation of turbines.

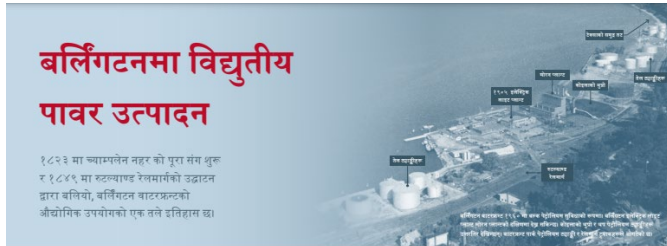
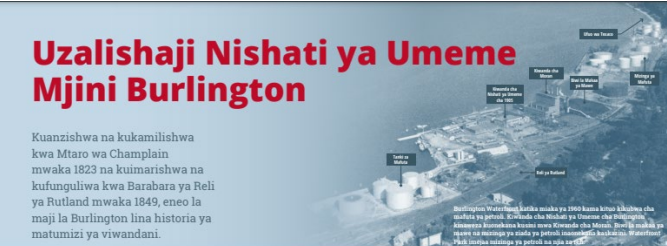
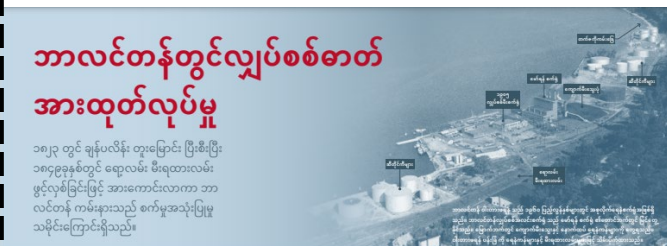
Today, the Moran Plant's tiered steel superstructure has been repurposed as the FRAME, a public landmark at the heart of the redeveloped Burlington waterfront. The FRAME consists of an open-air park surrounding the superstructure of the Moran Plant. The FRAME remains as one of the vital links in the chain of lakeside amenities developed by the City while also representing the waterfront's industrial heritage.



Inside the Turbine Room of the Moran Plant main Box. The turbines are on the right and the boiler structure is on the left. Note the heavy steel beams visible today and the wide, unfinished concrete floors. Source: Burlington Electric Department

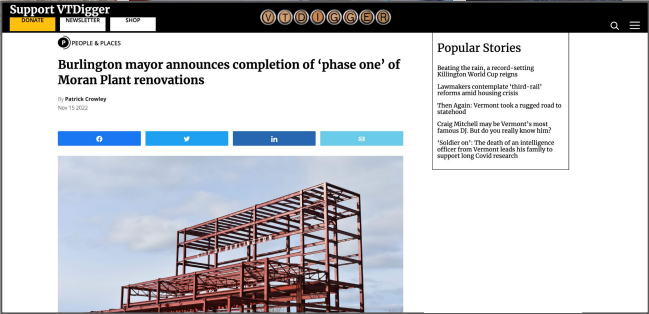
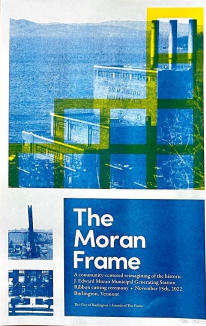


Moran Plant viewed from the southeast. The building's overall form reflected its historic industrial use, with the highest portion housing the hoppers that fed coal to the boilers. Source: Burlington Electric Department





# Phase 1 ribbon cutting ceremony





# Moran Frame: Stabilize & Activate Derelict Site

- Abate and remediate hazardous building materials
- Complete remediation of soils @ Waterfront Access North
- Create iconic Burlington Landmark that alludes to the area's historical past
- Level grassy area for rest & play at the edge of Lake Champlain
- Lay framework for additional uses and improvements





**Hi! I'm Zach. Here's a little bit about me:**

- **I'm from Vermont and grew up splitting time between Shelburne and the South End**
- **Most of my work has been in the architecture and construction professions, though I started off pursuing music (and still love to play!)**
- **I was part of the team that collaborated with CEDO to propose the "FRAME" concept to City Council in 2019**
- **I founded Friends of The Frame in 2022 because I deeply believe in The Frame's potential to become a world-class, accessible destination for locals and visitors to gather, connect, enjoy and express creativity, and experience the natural beauty of Vermont**

# Friends of The Frame

**Organized to facilitate the sustained use of The Frame as an inclusive, ever-evolving public space, Friends of The Frame endeavors to present high-quality public programming, support ongoing stewardship, and empower local creativity in all of its forms.**

# The Frame Pilot

**Purpose.** The City of Burlington is wrapping up the first phase of redevelopment of the Moran Frame which restores public access to this part of the waterfront, stabilizes and activates a derelict site, and creates an iconic Burlington landmark that alludes to the area's industrial past. To build on this accomplishment and move toward the vision of a year-round destination with high quality free public programming, the City is interested in piloting the Friends of Frame concept that has been proposed to provide dedicated and ongoing support of the FRAME as a public amenity and destination. Friends of FRAME is an independent entity that is organized to support and advance the community offerings, activities and special projects at the FRAME. The pilot phase will allow Friends of FRAME to build a foundation of relationships and sponsors and programming experience at the FRAME with financial and staff support from the City. At the same time it will provide the activation and programming approved by the City to celebrate this new chapter at the Moran site and build support for future phases.



**2022**

# The Frame website launch (theframebvtv.org)



[About](#)

[Visit](#)

[Phase 2](#)

[Send Me Cool Stuff!](#)

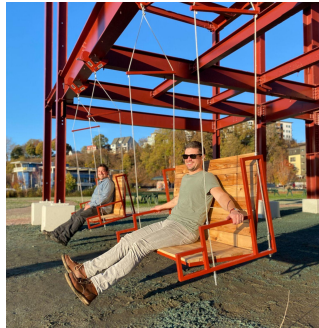
**Phase 1 now open.**

**Empowering imagination  
through art, nature, and  
connection.**

[Donate](#)



# Design and fabrication of first two “Frame” swings



## First art installation



# Crowdfunding campaign & grant award



\$22,674

USD  
funded of \$20,000 USD goal

109

patrons

+



\$40,000 matching grant

=

\$62,000+

to support 2023  
programming at The Frame

**2023**



## Free public amenities

- + More custom-built “Frame” swings, including a wheelchair accessible version of the swing
- + WiFi hotspot
- + Outdoor seating and tables

## Art & activation

- + Adding illumination to the iconic “City of Burlington” sign
- + Historical exhibit featuring rarely seen photos of the Moran Plant and the waterfront
- + Interactive community input and “idea” boards
- + Site-specific public art installations
- + Lawn games for all ages

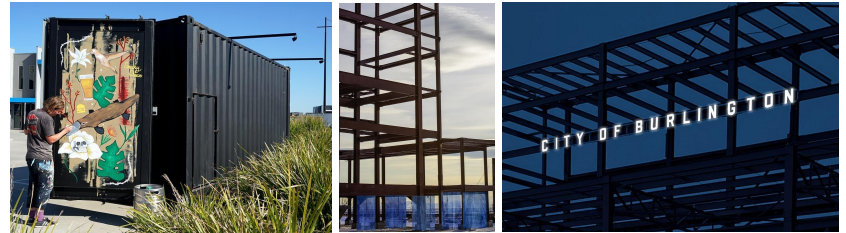
## Events & performances

- + A new Thursday evening “Movie Nights at The Frame” event series
- + Pop-up performances
- + Community art pieces

## Support infrastructure

- + 40’ shipping container that will be used for secure onsite storage
- + Public restroom pilot in partnership with Burlington-based startup, Wasted\*
- + Landscaping and accessibility improvements

... and more!





# What's Next:

- Continued Collaboration with Friends of The Frame
- Proof of Concept
- Community Input
- Waterworks Park Wayfinding
- Phase 2 Conceptual Design





# CITY OF BURLINGTON

In the Year Two Thousand Twenty-Three

## An Ordinance in Relation to

ENABLING URBAN PARK RANGERS TO ENFORCE  
BURLINGTON CODE OF ORDINANCES SEC. 5-14

ORDINANCE \_\_\_\_\_

Sponsor: Parks, Recreation and  
Waterfront Department  
Public Hearing Dates: \_\_\_\_\_

First reading: \_\_\_\_\_

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

Rules suspended and placed in all  
stages of passage: \_\_\_\_\_

Second reading: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

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

That Chapter Five, Animals and Fowl, Article II, Dogs, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 13, Definitions, thereof to read as follows:

### **5-13 Definitions.**

The following definitions shall apply to this article:

*At-large.* At-large shall mean not under the control of the owner, or another individual either by leash, cord, chain or other similar means of physical restraint.

*Dog.* Dog shall include both male and female of the canine species. Dog shall also mean any animal which is considered to be a wolf-hybrid as defined in 20 V.S.A. § 3541(6).

*Enforcement official.* Enforcement official when used herein shall mean any animal control officer, police officer, poundkeeper, Urban Park Ranger or other individual specifically designated by the city council to enforce the provisions of this chapter.

*Owner.* Owner shall include any person or persons, firm, association or corporation owning, keeping or harboring a dog.

*Vicious dog.* Vicious dog shall mean a dog which attacks or bites a person or other domestic pet while the dog is off the premises of the owner or keeper, and the person or pet attacked or bitten requires medical attention. Vicious dog complaints shall be investigated pursuant to section 5-27(b).

23

24 \* Material stricken out deleted.

25 \*\* Material underlined added.

26

27

28

29

30 tm/KSC/Ordinances 2023/UPR\_AtLargeDogs

31 Date

## MEMO

To: City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront

CC: Erin Moreau, Waterfront Superintendent

Date: April 17, 2023

Subject: Enforcement of dogs at-large in City Parks

---

### **Request:**

To authorize the update of Chapter 5-13 to add Urban Park Rangers to the list of officials allowed to enforce city ordinances related to dogs.

### **OVERVIEW**

The City hired the first Urban Park Rangers in May 2022 to support the Parks, Recreation and Waterfront Department and Burlington Police Department in enforcing rules in City Parks. The City Council approved an ordinance change on June 6, 2022 adding them to the list of individuals with authority to enforce park rules as stated in Chapter 22 and Appendix D. As at-large dogs ordinance language is in Chapter 5 we need to add them to the list of individuals with the authority to enforce dogs at-large in Chapter 5.

### Motion

To approve and recommend to the City Council that it accept, authorize, and place in all stages of passages the amendment to Chapter 5, section 13, of the Burlington Code of Ordinances, as outlined in the attached ordinance change form, subject to review by the City Attorney's office.

**Board of Finance and City Council Submission Checklist**Department: BPRW Submitter: Cindi WightTitle/Subject: BPRW At-Large Dogs

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance |                               |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                                  |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|---------------------------------------|
| Department Head                                                                                       | Yes      | 4/7/2023                      | Click or tap here to enter text.      |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/13/2023                     | CAO Schad approved for Mayor's office |
| Board/Commission, if required                                                                         | Yes      | 3/14/2023                     | Click or tap here to enter text.      |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | 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)<br>-Identify attorney in note | Yes      | 4/7/2023                      | Kyle Clauss                           |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 4/13/2023                     | Click or tap here to enter text.      |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text.      |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text.      |

**Materials Included**

|                                                        | Included? | Note                              |
|--------------------------------------------------------|-----------|-----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text.  |
| Contract Attached, if applicable?                      | No        | 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       | Shannon, Barlow, Dieng, Carpenter |

# CITY OF BURLINGTON

ORDINANCE 5.31

Sponsor: Parks, Recreation and  
Waterfront Department  
Public Hearing Dates: \_\_\_\_\_

In the Year Two Thousand Twenty-Three

## An Ordinance in Relation to

ENABLING URBAN PARK RANGERS TO ENFORCE  
BURLINGTON CODE OF ORDINANCES SEC. 5-14

First reading: \_\_\_\_\_

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

Rules suspended and placed in all  
stages of passage: 04/17/23

Second reading: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: 04/26/23

Published: 05/03/23

Effective: 05/24/23

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

That Chapter Five, Animals and Fowl, Article II, Dogs, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 13, Definitions, thereof to read as follows:

### 5-13 Definitions.

The following definitions shall apply to this article:

*At-large.* At-large shall mean not under the control of the owner, or another individual either by leash, cord, chain or other similar means of physical restraint.

*Dog.* Dog shall include both male and female of the canine species. Dog shall also mean any animal which is considered to be a wolf-hybrid as defined in 20 V.S.A. § 3541(6).

*Enforcement official.* Enforcement official when used herein shall mean any animal control officer, police officer, poundkeeper, Urban Park Ranger or other individual specifically designated by the city council to enforce the provisions of this chapter.

*Owner.* Owner shall include any person or persons, firm, association or corporation owning, keeping or harboring a dog.

*Vicious dog.* Vicious dog shall mean a dog which attacks or bites a person or other domestic pet while the dog is off the premises of the owner or keeper, and the person or pet attacked or bitten requires medical attention. Vicious dog complaints shall be investigated pursuant to section 5-27(b).

ORIGINAL

AN ORDINANCE  
IN RELATION TO

Introduced by

Councilor \_\_\_\_\_

Read in City Council first time

\_\_\_\_\_, 20\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

\_\_\_\_\_, 20\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Read in City Council second time

\_\_\_\_\_, 20\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Passed in City Council at meeting held

\_\_\_\_\_, 20\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Approved \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, Mayor.

I, \_\_\_\_\_, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for \_\_\_\_\_ day,

namely the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Adopted \_\_\_\_\_ Published \_\_\_\_\_ Effective \_\_\_\_\_

\_\_\_\_\_, City Clerk

Distribution

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

Attest:

\* \* \* \* \*

\* \* \* \* \*

23

24 \* Material stricken out deleted.

25 \*\* Material underlined added.

26

27

28

29

30 tm/KSC/Ordinances 2023/UPR\_AtLargeDogs

31 Date

ORIGINAL

# AN ORDINANCE IN RELATION TO

Enabling Urban Park Rangers To Enforce Burlington  
Code Of Ordinances Sec. 5-14

Introduced by

CAO Katherine Schadt BPRW Department

Read in City Council first time

\_\_\_\_\_, 20\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Rules suspended, and ordinance placed in all stages of  
passage.

April 17, 2023.

Attest,

\_\_\_\_\_, Clerk.

Read in City Council second time

\_\_\_\_\_, 20\_\_\_\_.

Attest,

\_\_\_\_\_, Clerk.

Passed in City Council at meeting held

\_\_\_\_\_, 20\_\_\_\_.

Attest,

April 26, 2023, Clerk.

Approved

[Signature], 20\_\_\_\_, Mayor.

I, CAO Katherine Schadt, City Clerk of the City of Burlington  
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has  
been duly published according to Law and the Charter of the City, and in compliance with said  
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for \_\_\_\_\_ Wednesday \_\_\_\_\_ day,

namely the \_\_\_\_\_ 3rd \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2023.

Adopted \_\_\_\_\_ 04/17/23 Published \_\_\_\_\_ 05/03/23 Effective \_\_\_\_\_ 05/24/23  
\_\_\_\_\_, City Clerk

## Distribution

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

BPRW Director Wight

Attest,  
[Signature]  
Lori Olberg  
Licensing, Voting & records Coordinator

\* \* \* \* \*

\* \* \* \* \*



Resolution Relating to

ADOPTION OF UPDATED LOCAL EMERGENCY  
MANAGEMENT PLAN

RESOLUTION \_\_\_\_\_  
Sponsor(s): Councilors: Barlow,  
Bergman  
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, Local Emergency Management Plans are required by the Vermont Department of  
Emergency Management to be updated and submitted to Regional Planning Commissions after Town Meeting  
Day on an annual basis; and  
WHEREAS, the Local Emergency Management Plan is an important planning document that is used at  
the Local and State level to contact and coordinate local resources to address a full spectrum of needs in an  
emergency; and  
WHEREAS, the City of Burlington Emergency Management Director Michael LaChance has worked  
to ensure that the Local Emergency Management Plan contains up to date information; and  
WHEREAS, this update is consistent with the format recommended by the Vermont Department of  
Emergency Management;  
NOW, THEREFORE, BE IT RESOLVED that the City of Burlington officially approves the 2023 –  
2024 City of Burlington Local Emergency Management Plan.



# Burlington Fire Department

136 South Winooski Avenue  
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

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



To: City Council

From: Michael LaChance, Fire Chief

RE: LEMP Adoption

Date: April 13, 2023

As the delegated City of Burlington emergency management coordinator, I am required to update the Local Emergency Management Plan (LEMP) annually and submit it to Vermont Emergency Management. This plan lists the points of contact for our city leadership team, identifies the locations of our emergency shelters, and assigns areas of responsibility depending on the type of event that occurs.

The LEMP has been updated and included is a resolution, which Councilors Barlow and Bergman are sponsoring and Councilor President Paul is co-sponsoring. We are requesting the Council's adoption of the plan. As the plan contains personal information such as personal phone numbers, it is not being published with this memo and resolution.

I thank you in advance for your anticipated approval, and if you are interested in reviewing the plan or discussing emergency management issues, please let me know.

# Local Emergency Management Plan



**City of Burlington,  
Vermont**

**2023**

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**Table of Contents**

|                                                                         |           |
|-------------------------------------------------------------------------|-----------|
| <b>1. Overview:</b> .....                                               | <b>3</b>  |
| <b>2. Normal Operation:</b> .....                                       | <b>4</b>  |
| <b>3. Municipal Emergency Operations Center (EOC) Activation.</b> ..... | <b>5</b>  |
| <b>4. Emergency Operations:</b> .....                                   | <b>5</b>  |
| <b>5. Demobilization:</b> .....                                         | <b>9</b>  |
| <b>Enclosures:</b> .....                                                | <b>10</b> |



<http://www.city-data.com/disaster-photos/21741.html>

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**1. Overview:**

**1.1. Purpose:**

This is the Local Emergency Management Plan (LEMP) for the City of Burlington, VT. It outlines how the municipal government will coordinate support from an Emergency Operations Center (EOC) and, if necessary, direct actions from an Incident Command Post (ICP). *This is not a tactical plan for first response fire, emergency medical service, or law enforcement issues.* This base document details general municipal Emergency Management activities, while the enclosures and annexes provide quick reference materials for specific tasks and incidents.

**1.2. Planner:**

The following people are the Emergency Management (EM) stakeholders who wrote and maintain this plan.

- Michael LaChance, Emergency Management Director / Fire Chief
- Miro Weinberger, Mayor
- Jon Murad, Police Chief (Acting Chief of Police)



**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

## **2. Normal Operation:**

Through normal city operations, Department Head meetings occur monthly and provide the opportunity for all departments to share information related to their function or unusual circumstances which they may have become aware of. City officials also are encouraged to embrace the concept of “See Something, Say Something.” Through this concept if a city employee recognizes a hazard or learns of a potentially evolving event, they are instructed to report the information with as much detail as possible, to include sources of information. Open lines of communication are maintained across departments which allow for the sharing of information without delay.

### **2.1. Information Sharing:**

2.1.1. City officials get information from many sources, including TV, radio, news websites, social media, email, emergency dispatch, and personal interactions and observations. The Fire Chief and Fire Shift Commanders, Police Chief, Public Works Director, and Emergency Management Director are the primary information collectors and coordinate as required. Residents and transients may also call various offices with observations and reports about emergency situations; city staff and the City Council Members should forward those reports to the appropriate official. Members of the public and city employees have the opportunity to utilize the cities SeeClickFix program which can be found on the cities web page or through this link. [https://seeclickfix.com/burlington\\_2](https://seeclickfix.com/burlington_2)

2.1.2. Responding organizations will not normally alert others to incidents that do not exceed their capabilities. For example, the Fire Chief will not notify the City about every fire; the Director of Public Works will not alert the City for every snowstorm. There is however an expectation that the Mayor’s Office is made aware of larger than normal incidents regardless of the nature of the event. Commissioners are also notified of events per their normal protocols.

### **2.2. Incident Size up:**

As an incident develops, the EMD or Incident Commander must validate the accuracy of reports and the severity of the situation to assess the risk to the city and the need for broader coordination.

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**2.3. Early Notification:**

As an incident develops that might affect the entire city, reports should go to the EMD. The EMD, in turn, will keep the Mayor, the Director of Public Works, the Police Chief, and the Fire Shift Commander informed as appropriate.

**3. Municipal Emergency Operations Center (EOC) Activation.**

**3.1. General:**

The EOC should activate when there is an incident that requires significant coordination between responders, municipal officials, and/or residents. The EOC is available to be used for both planned and emergency incidents. See Enclosure 2 for facility, organization, and staffing details and specific incident annexes for action plans and municipal command and coordination relationships.

**3.2. Decision to Activate:**

The EMD makes the decision to activate the EOC. These are common reasons to open the EOC.

- Request from an Incident Commander
- Request from Police Chief
- Request from Director of Public Works
- Directive from City Council and or Mayor's Office
- Weather forecast that may lead to widespread damage
- Planned event for which need for coordination exceeds daily needs

**3.3. Location:**

The EMD selects the EOC location on activation. The following are established EOC locations.

- **Primary:** Burlington Police Department, 1 North Ave
  - Community Room
- **Alternate:** Burlington Electric Department, 585 Pine Street

**4. Emergency Operations:**

This plan provides the general operating framework for municipal Emergency Management for events that require some form of municipal Emergency Operations Center

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

(EOC), not for emergencies that the on-scene Incident Command structure can handle internally.

**4.1. Incident Command and the Emergency Operations Center (EOC):**

Each incident must have an Incident Commander (IC) in charge of the response. In some cases, the EOC will support the ICs, but in some cases the EOC may also be the municipal ICP.

**4.2. Maintain Situational Awareness:**

Situational Awareness is maintained through timely reporting from the field. Information provided to the EOC will be evaluated to garner a picture of the current status and used by the planning team to create a plan for subsequent operational periods. Situational Awareness also may come from outside sources such as the media (mainstream and social), the public, neighboring jurisdictions. Other unidentified sources of information may present themselves throughout an incident. This information shall be documented, vetted, and shared like all other intel collected. *The EOC tracks events and response actions for municipal leaders.*

**4.2.1. *Operations Log:***

An operations log shall be maintained within the EOC. (ICS 214 Activity Log) There shall be only one log for the EOC, and it shall capture all significant activities, decisions made and communications to and from the EOC. Each operational period shall be denoted within the log to include EOC personnel present during the operational period.

**4.2.2. *Map:***

Events should be tracked graphically on a large situation map within the EOC. If capabilities allow for the projection of this mapping it will permit for constant sharing by all representatives within the EOC.

**4.2.3. *Information Request Tracker:***

Requests for information will be tracked to show the source, date and time of the request. Additional information captured shall include the status/answers to the information request.



**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**4.2.4. *Damage Report:***

The City of Burlington will capture a list of public infrastructure damage (including roads, bridges, culverts, municipal utilities, historical structures, and public buildings, etc.) to facilitate funding requests during recovery. This list should be supported by photographs which show the date and time captured and a photo log describing the content of the photo.

**4.3. Coordinate Resource Requests:**

As requests for resource needs are identified they shall be documented on a Resource Request Message (ICS 213 RR) form. The EOC will record the request and attempt to fulfill them locally. In the event that resources are not available locally it may be necessary to request them through the State EOC or to coordinate the modification of the request to another quantity, kind, or type. The EOC should also coordinate the resource requests to ensure resources are deployed to areas of greatest need with a primary focus of deployment on life safety.

**4.3.1. *Purchasing:***

Upon activation of the EOC, the EOC Director may authorize the purchase of related supplies, equipment, and services as required to directly support the ongoing incidents. Purchases shall be supported by receipts with a total EOC authorized purchase not to exceed \$1,000. Purchases in excess of \$1,000 will require approval of the Chief Financial Officer or their designee who has preapproval for such authorization during such events. Refer to City of Burlington Purchasing Policy

**4.3.2. *Resource Request Tracker:***

Each resource requested shall be assigned a unique number. Resources will be tracked through a list of resources requested and will show their real time status. (Ordered, Available, Assigned, Out of Service).

**4.3.3. *Financial Expenses:***

Throughout the entire response and recovery phase of an incident it is imperative to document all expenses. Expenses including materials, personnel, and equipment used. Documentation should include the date and time the incident began, along with expenses incurred from that time. Documentation should also include pictures, invoices, daily activity reports, and vehicle usage documentation, materials used from stock, rental/lease agreements, contract documents, and

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

insurance information. Vehicle tracking shall include the vehicle identifier, start and end mileage, hours used, and a description of activities it is used for.

**4.4. Provide and Monitor Public Information:**

*Enclosure 4*

The City of Burlington, Emergency Management Director or in their absence an on-scene Incident Commander may have Vermont Emergency Management (VEM) send out an alert notification through the VT-Alert system. The EOC's designated Public Information Officer (PIO) monitors news reports and social media for information and requests from the public. In coordination with ICs, the PIO creates news updates and/or press releases to publish on the cities web page, local social media sites, and makes paper copies for distribution in areas that may not have normal communications. Multilingual releases should be made available whenever possible.

**4.5. Vulnerable Populations:**

*Enclosure 5*

The City of Burlington and Burlington Electric Department maintain lists of known vulnerable populations based on historical information. Points of contact are reviewed during plan review and information is confirmed. During an event, vulnerable populations within an affected area or throughout the City are monitored through the POC for each location. Through these contacts needs are identified and support is coordinated as applicable.

**4.6. Sheltering and Care:**

*Enclosure 6*

If the need arises to open a shelter to house displaced residents, city staff in the EOC will coordinate with the American Red Cross (ARC) to assist in shelter operations. Currently the ARC has shelter locations identified within the City of Burlington, which they will manage. These shelters spaces identify both day use and overnight capacities and would be utilized as needed.

**4.7. Plan Future Operations:**

The EOC supports Incident Commanders in planning and coordinating future response and recovery operations. In order to support these operations, it is necessary that information sharing occurs across all lines. As soon as possible, Damage Assessment and collection of supporting documentation should begin in an effort to facilitate reimbursement. Demobilization planning should occur early in the event so that unused resources can be released in a timely and efficient manner. For city assets and personnel, demobilization from the response will be

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

the return to normal city operations accompanied by additional recovery tasks as necessary.

**4.8. Update Briefings:**

During multi operational period events, the EOC will conduct full update briefings for EOC staff, City Council Members, and other identified leaders. These meetings will occur at least once a day and are intended to share the goals for the day, synchronize activities, and to review the day's events. The normal format is as follows.

- Overview (EOC Director)
- Current situation (Situational Awareness)
- Resource issues (Logistics Support)
- Incident / Operations updates and issues
- Priorities and general comments (Mayor or City Council designee)

**4.9. Night Shifts:**

The EOC Director will determine the need for staffing at night and the missions for those on duty.

**5. Demobilization:**

**5.1. Decision to Demobilize:**

The EOC Director will demobilize the EOC based on the situation and operational objectives. Typical conditions for demobilization include:

- All first responders are demobilized or returned to normal work schedules
- All emergency issues for people within the city are resolved or completely transitioned to an appropriate service agency.
- Unresolved power issues within the city will be coordinated with Burlington Electric Department (BED) and a joint decision will be made related to the needs of BED for support from the EOC.

**5.2. Demobilization Process:**

- Notify City Council, Mayor's office, city department heads or designee, and State EOC that local EOC is shutting down
- Collect and file all EOC documentation for the incident
- Clean and put away all EOC equipment and supplies
- Identify any supply or equipment needs for the next EOC activation

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

- Release EOC staff and secure facility

**5.3. Transition to Recovery:**

If necessary, the City Council appoints a Recovery Officer as the Incident Commander for recovery. The EOC Director makes all incident related documentation available to the Recovery Officer. The Recovery Officer establishes a Recovery Committee as his/her staff and sets operational objectives and meetings and tasks as required to achieve the objectives.

**Enclosures:**

- 1 - Contact Information
- 2 - Emergency Operations Center (EOC)
- 3 - Resources
- 4 - Public Information and Warning
- 5 - Vulnerable Populations
- 6 - Sheltering and Care

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

| Position                              | Name                                   | Phone numbers - indicate Mobile, Home, Work        |                |                | E-mail                                                                     |
|---------------------------------------|----------------------------------------|----------------------------------------------------|----------------|----------------|----------------------------------------------------------------------------|
|                                       |                                        | Primary                                            | Alternate      | Alternate      |                                                                            |
| Local Emergency Management Team       |                                        |                                                    |                |                |                                                                            |
| EM Director (EMD)                     | Michael LaChance                       | M 802-343-1048                                     | W 802-865-7578 |                | <a href="mailto:mlachance@burlingtonvt.gov">mlachance@burlingtonvt.gov</a> |
| EM Coordinator (EMC)                  |                                        |                                                    |                |                |                                                                            |
| Public Information Officer (PIO)      | Samantha Sheehan                       | 802-865-7272                                       |                |                | <a href="mailto:ssheehan@burlingtonvt.gov">ssheehan@burlingtonvt.gov</a>   |
| EOC Volunteer                         |                                        |                                                    |                |                |                                                                            |
| EOC Volunteer                         |                                        |                                                    |                |                |                                                                            |
| EOC Volunteer                         |                                        |                                                    |                |                |                                                                            |
|                                       |                                        |                                                    |                |                |                                                                            |
| Local Response Organization Contacts  |                                        |                                                    |                |                |                                                                            |
| Fire Chief                            | Michael LaChance                       | M 802-343-1048                                     | W 802-865-7578 |                | <a href="mailto:mlachance@burlingtonvt.gov">mlachance@burlingtonvt.gov</a> |
| Deputy Fire Chief (Operations)        | Derek Libby                            | M 802-318-5912                                     | W 802-658-7660 |                | <a href="mailto:dlibby@burlingtonvt.gov">dlibby@burlingtonvt.gov</a>       |
| Deputy Fire Chief (Administration)    | Vacant                                 | M                                                  | W              |                |                                                                            |
| Chief of Police Acting                | Jon Murad                              | M 802-735-7143                                     | W 802-540-2107 |                | <a href="mailto:jjmurad@bpdvt.org">jjmurad@bpdvt.org</a>                   |
| Deputy Chief of Administration Acting | Brian LaBarge                          | M 802-540-2269                                     |                |                | <a href="mailto:blabarge@bpdvt.org">blabarge@bpdvt.org</a>                 |
| Deputy Chief of Operations            | Wade Labrecque                         | M 802-556-1059                                     | W 802-540-2226 |                | <a href="mailto:wlabrecque@bpdvt.org">wlabrecque@bpdvt.org</a>             |
| Local Dispatch Center                 | City of Burlington                     | W 802-864-5311                                     | W 802-864-4551 |                |                                                                            |
|                                       |                                        |                                                    |                |                |                                                                            |
| State Police                          | Williston Barracks<br>Lt. Debra Munson | W 802-878-7111<br>After hours<br>"Watch Commander" | C 802-498-8218 | C 802-673-9887 | <a href="mailto:debra.munson@vermont.gov">debra.munson@vermont.gov</a>     |
| Chittenden County Sheriff's Dept.     | Sheriff Daniel Gamelin                 | W 802-863-4341                                     | F 802-863-7445 |                | <a href="mailto:daniel.gamelin@vermont.gov">daniel.gamelin@vermont.gov</a> |
|                                       |                                        |                                                    |                |                |                                                                            |
|                                       |                                        |                                                    |                |                |                                                                            |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

| Local Public Works Contacts               |                  |                |                |                |                                                                                                        |
|-------------------------------------------|------------------|----------------|----------------|----------------|--------------------------------------------------------------------------------------------------------|
| <b>Department of Public Works</b>         |                  |                |                |                |                                                                                                        |
| DPW – Director                            | Chapin Spencer   | W 802-863-9094 |                | M 802-316-0006 | <a href="mailto:cspencer@burlingtonvt.gov">cspencer@burlingtonvt.gov</a>                               |
| DPW – Ass't Director Maintenance Division | Lee Perry        | W 802-863-9094 |                | M 802-316-7568 | <a href="mailto:lperry@burlingtonvt.gov">lperry@burlingtonvt.gov</a>                                   |
| DPW – Ass't Director Technical Services   | Norm Baldwin     |                |                | M 802-316-6254 | <a href="mailto:nbaldwin@burlingtonvt.gov">nbaldwin@burlingtonvt.gov</a>                               |
| DPW – Ass't Director Parking and Traffic  | Jeff Padgett     |                |                | M 802-495-6176 | <a href="mailto:jpadgett@burlingtonvt.gov">jpadgett@burlingtonvt.gov</a>                               |
| DPW – Ass't Director Water Resources      | Megan Moir       | W 802-540-1748 |                | M 802-734-4595 | <a href="mailto:mmoir@burlingtonvt.gov">mmoir@burlingtonvt.gov</a>                                     |
| DPW- Water Resources                      | Customer Service | W 802-863-4501 | F 802-864-8233 |                | <a href="mailto:Water-resources@burlingtonvt.org">Water-resources@burlingtonvt.org</a>                 |
| DPW – Public Information Manager          | Rob Goulding     |                |                | M 802-881-2278 | <a href="mailto:rgoulding@burlingtonvt.gov">rgoulding@burlingtonvt.gov</a>                             |
| DPW- Customer Service                     | Val Ducharme     | W 802-863-9094 | F 802-863-0466 |                | <a href="mailto:Dpw-pinecustomerservice@burlingtonvt.gov">Dpw-pinecustomerservice@burlingtonvt.gov</a> |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |
| Municipal Government Contacts             |                  |                |                |                |                                                                                                        |
| Mayor                                     | Miro Weinberger  | W 802-865-7273 | M 802-598-6635 | H 802-863-6495 | <a href="mailto:mayor@burlingtonvt.gov">mayor@burlingtonvt.gov</a>                                     |
| Mayor's Chief of Staff                    | Jordan Redell    | 802-881-7020   |                | 802-865-7272   | <a href="mailto:jredell@burlingtonvt.gov">jredell@burlingtonvt.gov</a>                                 |
| Mayors Communications Coordinator         | Samantha Sheehan | 802-865-7272   |                |                | <a href="mailto:ssheehan@burlingtonvt.gov">ssheehan@burlingtonvt.gov</a>                               |
| Mayors Administrative Assistant           | Erin Stoetzner   | 802-865-7272   |                |                | <a href="mailto:estoetzner@burlingtonvt.gov">estoetzner@burlingtonvt.gov</a>                           |
| City Council President                    | Karen Paul       | H 802-863-3827 |                |                | <a href="mailto:Kpul@burlingtonvt.gov">Kpul@burlingtonvt.gov</a>                                       |
| Chief Administrative Officer              | Katherine Schad  | W 802-865-7012 | W 802-865-7000 | F 802-865-7014 | <a href="mailto:Kschad@burlingtonvt.gov">Kschad@burlingtonvt.gov</a>                                   |
| Director of Financial Operations          | Jason Gow        |                | W 802-865-7000 |                | <a href="mailto:jgow@burlingtonvt.gov">jgow@burlingtonvt.gov</a>                                       |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                                     |                                            |                       |                       |                |                                                                                                  |
|---------------------------------------------------------------------|--------------------------------------------|-----------------------|-----------------------|----------------|--------------------------------------------------------------------------------------------------|
| <b>Airport</b>                                                      |                                            | W 802-863-2874        |                       |                | <a href="mailto:btvairport@gmail.com">btvairport@gmail.com</a>                                   |
| Director of Aviation                                                | Nicolas "Nic" Longo                        | M 802-503-7368        | 802-863-2874 ext. 236 |                | <a href="mailto:nlongo@btv.aero">nlongo@btv.aero</a>                                             |
| Airport - Deputy Director of Operations                             | Dave Carman                                | M 802-881-2659        |                       |                | <a href="mailto:dcarmen@btv.aero">dcarmen@btv.aero</a>                                           |
| Airport Operations Foreman                                          | Doug Wood                                  | 802-578-4747          | 802-863-2874 ext. 221 |                | <a href="mailto:dwood@btv.aero">dwood@btv.aero</a>                                               |
| Airport Operations Specialist                                       | 24 / 7                                     | 802-316-6014 Primary  | 802-318-5395          |                | Someone available 24/7                                                                           |
| Airport-Office Manager                                              | Hannah Lumbra                              | 802-863-2874 ext. 201 | C 802-734-0184        |                | <a href="mailto:hlumbra@btv.aero">hlumbra@btv.aero</a>                                           |
| Airport Police Services                                             |                                            | M 802-316-0464        | W 802-658-7664        |                |                                                                                                  |
| Animal Control (Community Service Officer)                          | c/o BPD                                    | W 802-658-2704 x8     | 802-540-2375          |                |                                                                                                  |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Attorney's Office</b>                                            | Vacant                                     | W 802-865-7121        |                       | F 802-865-7123 |                                                                                                  |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Burlington Electric Department</b>                               | Burlington Electric                        | W 802-865-7300        | W 802-658-0300        |                |                                                                                                  |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| BED – General Manager                                               | Darren Springer                            | W 802-865-7406        | M 802-522-2082        |                | <a href="mailto:Dspringer@burlingtonelectric.com">Dspringer@burlingtonelectric.com</a>           |
| BED – Manager Safety & Risk mgmt.                                   | Paul Alexander                             | W 802-865-7471        | M 802-922-8377        |                | <a href="mailto:Palexander@burlingtonelectric.com">Palexander@burlingtonelectric.com</a>         |
| BED – Manager of Customer Care, Communications, and Energy Services | Mike Kanarick                              | W 802-865-7405        | M 802-735-7962        |                | <a href="mailto:Mkanarick@burlingtonelectric.com">Mkanarick@burlingtonelectric.com</a>           |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Burlington Telecom</b>                                           | Cust. Service // Will Dushane Tech support | W 802-540-0007        | C 802-318-6040        | F 802-652-4220 | <a href="mailto:customerservice@burlingtontelecom.com">customerservice@burlingtontelecom.com</a> |
| <b>City Arborist</b>                                                | Vincent "VJ" Comai                         | W 802-735-3055        |                       |                | <a href="mailto:vcomai@burlingtonvt.gov">vcomai@burlingtonvt.gov</a>                             |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Clerk / Treasurer</b>                                            | Office                                     | W 802-865-7000        |                       | F 802-865-7014 | <a href="mailto:burlingtontownclerk@burlingtonvt.gov">burlingtontownclerk@burlingtonvt.gov</a>   |
| City Clerk : Assistant                                              | Sarah Montgomery                           | W 802-865-7020        |                       |                | <a href="mailto:smontgomery@urlingtonvt.gov">smontgomery@urlingtonvt.gov</a>                     |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                            |                                        |                |                                  |                |                                                                            |
|--------------------------------------------|----------------------------------------|----------------|----------------------------------|----------------|----------------------------------------------------------------------------|
| Forest Fire Warden                         | BFD Shift Commander                    | W 802-658-7661 | M 802-363-6474                   | W 802-864-5311 |                                                                            |
| Harbormaster                               | Erin Moreau                            | W 802-316-0263 |                                  |                | <a href="mailto:emoreau@burlingtonvt.gov">emoreau@burlingtonvt.gov</a>     |
| Harbormaster – Deputy                      | Robert Peterson                        | W 802-316-1009 |                                  |                | <a href="mailto:rpeterson@burlingtonvt.gov">rpeterson@burlingtonvt.gov</a> |
| Health Officer                             | c/o Permitting and Inspection          | W 802-863-0442 | F 802-863-0466                   |                |                                                                            |
| <b>Parks Recreation and Waterfront</b>     |                                        |                |                                  |                |                                                                            |
| <b>Director</b>                            | Cindi Wight                            | 802-495-1919   |                                  |                | <a href="mailto:cwight@burlingtonvt.gov">cwight@burlingtonvt.gov</a>       |
| Parks and Rec Maint. & Ops Super'          | Deryk Roach                            | 802-316-0007   |                                  |                | <a href="mailto:droach@burlingtonvt.gov">droach@burlingtonvt.gov</a>       |
| Parks and Rec Miller Center Office         |                                        | 802-864-0123   |                                  |                |                                                                            |
| Parks and Rec CORE (ONE Comm Center)       | Melissa Cate                           |                | 802-316-0784                     |                |                                                                            |
| Parks and Rec Leddy Ice Arena              | Melissa Cate                           | 802-865-7538   | 802-316-0784                     |                |                                                                            |
| Parks and Rec North Beach Campground       | Alec Keading Campground and beach Mgr. | 802-862-0942   | 802-316-6988                     | 802-540-8362   | <a href="mailto:akaeding@burlingtonvt.gov">akaeding@burlingtonvt.gov</a>   |
| Parks and Rec Marina/Boathouse             | Robert Peterson                        | 802-316-1009   |                                  |                | <a href="mailto:bkaplan@burlingtonvt.gov">bkaplan@burlingtonvt.gov</a>     |
| Recreation Facilities Superintendent       | Melissa Cate                           | 802-316-0784   |                                  |                | <a href="mailto:mcate@burlingtonvt.gov">mcate@burlingtonvt.gov</a>         |
| Parks and Rec Facilities Maint. Mgr.       | Chris Beaudry                          | 802-316-2768   |                                  |                | <a href="mailto:cbeaudry@burlingtonvt.gov">cbeaudry@burlingtonvt.gov</a>   |
| Parks and Rec Public Buildings Mgr.        | Kim Bleakley                           | 802-557-7082   |                                  |                | <a href="mailto:kbleakley@burlingtonvt.gov">kbleakley@burlingtonvt.gov</a> |
|                                            |                                        |                |                                  |                |                                                                            |
| <b>Permitting and Inspection</b>           |                                        |                |                                  |                |                                                                            |
| Director                                   | William Ward                           | W 802-865-7510 | F 802-652-4221                   | M 802-881-4696 | <a href="mailto:wward@burlingtonvt.gov">wward@burlingtonvt.gov</a>         |
| Permitting and Inspection Housing Division | Patricia Wehman Div. Mgr.              | W 802-864-8524 | F 802-652-4221                   | M 802-557-2678 | <a href="mailto:pwehman@burlingtonvt.gov">pwehman@burlingtonvt.gov</a>     |
| Building Inspector                         | Brad Biggie                            | W 802-540-1739 |                                  | M 802-338-5488 | <a href="mailto:bbiggie@burlingtonvt.gov">bbiggie@burlingtonvt.gov</a>     |
|                                            |                                        |                |                                  |                |                                                                            |
| <b>School District Office</b>              | Burlington School District             | W 802-865-5332 | F 802-864-8501<br>Central Office |                |                                                                            |



## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                       |                       |                |                |                |                                                                                    |
|---------------------------------------|-----------------------|----------------|----------------|----------------|------------------------------------------------------------------------------------|
| School District Superintendent        | Tom Flanagan          | W 802-864-8474 |                | M 802-355-4664 | <a href="mailto:tflanagan@bsdvt.org">tflanagan@bsdvt.org</a>                       |
| Executive Assistant to Superintendent | Bonnie Ryder          | W 802-864-8474 |                | M 802-777-3869 | <a href="mailto:bryder@bsdvt.org">bryder@bsdvt.org</a>                             |
| <b>Burlington School District</b>     |                       |                |                |                |                                                                                    |
| Burlington High School                | 67 Cherry St.         | W 802-864-8411 | F 802-864-8408 |                |                                                                                    |
| Burlington Tech Center                | 52 Institute Rd.      | W 802-864-8426 | F 802-864-8521 |                |                                                                                    |
| Champlain Elementary                  | 800 Pine St.          | W 802-864-8477 | F 802-864-2157 |                |                                                                                    |
| C.P. Smith Elementary                 | 332 Ethan Allen PKWY. | W 802-864-8479 | F 802-864-4923 |                |                                                                                    |
| Early Education                       |                       | W 802-864-8463 |                |                |                                                                                    |
| Edmunds Elementary                    | 299 Main St.          | W 802-864-8473 | F 802-864-2166 |                |                                                                                    |
| Edmunds Middle School                 | 275 Main St.          | W 802-864-8486 | F 802-864-2218 |                |                                                                                    |
| Hunt Middle School                    | 1364 North Ave.       | W 802-864-8469 | F 802-864-8467 |                |                                                                                    |
| Horizons at St. Marks                 | 1271 North Ave.       | W 802-84-8497  |                |                |                                                                                    |
| Integrated Arts Academy               | 6 Archibald St.       | W 802-864-8475 | F 802-864-2162 |                |                                                                                    |
| J.J. Flynn Elementary                 | 1645 North Ave.       | W 802-864-8478 | F 802-864-2145 |                |                                                                                    |
| ONTOP at BHS                          | 20 Rock Point Rd.     | W 802-864-8496 | F 802-864-2213 |                |                                                                                    |
| Sustainability Academy                | 123 North St.         | W 802-864-8480 | F 802-864-2161 |                |                                                                                    |
| <b>Private Schools:</b>               |                       |                |                |                |                                                                                    |
| Baird School                          | 1138 Pine St.         | 802-488-6800   |                |                |                                                                                    |
| Christ the King School                | 136 Locust St.        | 802-862-6696   |                |                |                                                                                    |
| Mater Christi School                  | 50 Mansfield Ave.     | 802-658-3992   |                |                |                                                                                    |
| Rock Point School                     | 1 Rock Point Rd       | 802-863-1101   |                |                |                                                                                    |
| <b>Local Contacts</b>                 |                       |                |                |                |                                                                                    |
| VT211                                 |                       | 211            | 802-652-4636   |                |                                                                                    |
|                                       |                       |                |                |                |                                                                                    |
| Vermont Gas                           | Vermont Gas           | W 802-863-4511 | W 802-639-8081 | F 802-863-8872 | <a href="mailto:customerservice@vermontgas.com">customerservice@vermontgas.com</a> |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                                       |                              |                    |                      |                  |                         |
|-----------------------------------------------------------------------|------------------------------|--------------------|----------------------|------------------|-------------------------|
| Red Cross                                                             | Disaster Relief              | 855-891-7325       | General<br>Inquiries | 800-464-<br>6692 |                         |
| Mobile Telecom Utility                                                |                              |                    |                      |                  |                         |
| Utility - other                                                       |                              |                    |                      |                  |                         |
| <b>Shelters</b>                                                       |                              |                    |                      |                  |                         |
| <b>Primary Shelter</b><br>Champlain Elementary<br>School Contact      | Joe Resteghini<br>Principal  | C 802-383-<br>8449 |                      |                  |                         |
| Champlain Elementary<br>Alt Contact                                   | Janet Breen<br>Admin. Asst.  | C 802-598-<br>0670 |                      |                  |                         |
| <b>Alt. Shelter</b><br>Sustainability<br>Academy at Barnes<br>Contact | Nina Oropeza<br>Principal    | C 802-343-<br>6607 |                      |                  |                         |
| Sustainability<br>Academy at Barnes<br>Alt Contact                    | Monica Gragg<br>Admin. Asst. | C 802-598-<br>0670 |                      |                  |                         |
| <b>Alt. Shelter</b><br>C.P. Smith School<br>Contact                   | Len Phelan                   | C 802-355-<br>7414 |                      |                  |                         |
| C.P. Smith School<br>Alt. Contact                                     | Nancy Winn                   |                    |                      |                  |                         |
| <b>Health Centers:</b>                                                |                              |                    |                      |                  |                         |
| Community Health<br>Centers of Burlington                             | 617 Riverside<br>Ave.        | 802-864-6309       |                      |                  |                         |
| Spectrum Youth<br>Center                                              | 179 Pearl St.                | 802-52-1080        | 802-864-7423         |                  |                         |
| Safe Harbor Health<br>Center                                          | 184 S.<br>Winooski Ave.      | 802-864-6309       |                      |                  |                         |
| Planned Parenthood                                                    | 173 St. Paul<br>St.          | 802-863-6326       |                      |                  |                         |
| UVM Medical Center                                                    |                              | 802-847-0000       |                      |                  |                         |
|                                                                       |                              |                    |                      |                  |                         |
| Mental Health Services                                                | Howard<br>Services           | 802-488-6000       |                      |                  | hcinfo@howardcenter.org |
| Home Health Services                                                  |                              |                    |                      |                  |                         |
| <b>Nursing Home:</b>                                                  |                              |                    |                      |                  |                         |
| Birchwood Nursing<br>Home                                             | 43 Starr Farm<br>Rd.         | 802-863-6384       |                      |                  |                         |
| Burlington Health and<br>Rehab                                        | 300 Pearl St.                | 802-658-4200       |                      |                  |                         |
| Cathedral Square<br>Housing                                           | 3 Cathedral Sq               | 802-863-3868       | 802-863-2224         |                  |                         |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                             |                                     |              |  |  |  |
|-----------------------------|-------------------------------------|--------------|--|--|--|
| Converse Home               | 272 Church St.                      | 802-862-0401 |  |  |  |
| Elderwood at Burlington     | 98 Starr Farm Rd.                   | 802-658-6717 |  |  |  |
| St. Joseph's Home           | 243 N. Prospect St.                 | 802-864-0264 |  |  |  |
| <b>Housing:</b>             |                                     |              |  |  |  |
| 10 North Champlain          | Burlington Housing                  | 802-658-1750 |  |  |  |
| 101 College St              | Burlington Housing                  | 802-658-1750 |  |  |  |
| 113 Elmwood Ave             | Joseph's House                      | 802-951-4290 |  |  |  |
| 1200 North Ave              | Ethan Allen Residence               | 802-658-1573 |  |  |  |
| 214 North Prospect Street   | Fern Hill Housing                   | 802-658-6442 |  |  |  |
| 230 St. Paul St             | Burlington Housing                  | 802-658-1750 |  |  |  |
| 262 South Prospect Street   | Ruggles House                       | 802-859-8862 |  |  |  |
| 29 North Champlain          |                                     |              |  |  |  |
| 300 Flynn Ave               | Howard Center                       | 802-488-6969 |  |  |  |
| 43 Elmwood Ave              | McKenzie House                      | 802-658-5000 |  |  |  |
| 72 Heineberg                | Heineberg Senior Housing            | 802-859-8852 |  |  |  |
| 95 North Ave                |                                     |              |  |  |  |
|                             |                                     |              |  |  |  |
| <b>Child Care</b>           | See Attached Vulnerable Populations |              |  |  |  |
|                             |                                     |              |  |  |  |
|                             |                                     |              |  |  |  |
| Mobile Home Park            |                                     |              |  |  |  |
| Local Community Service Org |                                     |              |  |  |  |
| Local Community Service Org |                                     |              |  |  |  |
| ATV or Snowmobile Club      |                                     |              |  |  |  |
| Town Bank Contact           |                                     |              |  |  |  |
| 24 Hour Fuel                |                                     |              |  |  |  |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                          |                              |                               |                |                |                                                                                |
|----------------------------------------------------------|------------------------------|-------------------------------|----------------|----------------|--------------------------------------------------------------------------------|
| Predesignated Contractor                                 |                              |                               |                |                |                                                                                |
| Local Contractor                                         |                              |                               |                |                |                                                                                |
| Local Contractor                                         |                              |                               |                |                |                                                                                |
| Local Building Supply                                    |                              |                               |                |                |                                                                                |
| Equipment Rental Center                                  |                              |                               |                |                |                                                                                |
| Meals on Wheels Age Well                                 |                              | 800-642-5119<br>M-F 0830-1630 | 802-865-0360   | F 802-865-0363 |                                                                                |
| Local Food Vendor or Prep                                |                              |                               |                |                |                                                                                |
| Outdoor Club/Scout Troop                                 |                              |                               |                |                |                                                                                |
| High School Student Group                                |                              |                               |                |                |                                                                                |
| Local College Resource                                   |                              |                               |                |                |                                                                                |
| Animal Shelter / Kennel                                  |                              |                               |                |                |                                                                                |
| Disaster Animal Rescue Team (DART)                       |                              |                               |                |                |                                                                                |
|                                                          |                              |                               |                |                |                                                                                |
| <b>Adjacent Municipalities</b>                           |                              |                               |                |                |                                                                                |
| South Burlington EOC                                     | Steven Locke                 | 802-356-1376                  |                |                | <a href="mailto:slocke@southburlingtonvt.gov">slocke@southburlingtonvt.gov</a> |
| South Burlington EMD                                     | Terry Francis                |                               |                |                |                                                                                |
| Colchester EMD                                           | Seth Lasker                  | 802-316-1722                  |                |                |                                                                                |
| Colchester EOC                                           | Colchester PD                | 802-264-5555                  |                |                |                                                                                |
| Winooski EMD                                             |                              | 802-655-6410<br>X23           |                |                |                                                                                |
| Winooski EMC                                             | John Audy - Fire Chief       | W 802-655-6420                | M 802-373-7891 |                |                                                                                |
| Shelburne Town Clerk                                     | Diana Vachon                 | 802-985-5116                  |                |                |                                                                                |
|                                                          |                              |                               |                |                |                                                                                |
| <b>STATE/FEDERAL Partners</b>                            |                              |                               |                |                |                                                                                |
| State Emergency Operations Center (SEOC)                 | 45 State Dr.<br>Waterbury VT | 800-347-0488                  | 802-244-8721   |                |                                                                                |
| VTTrans District 5 Acting District Transportation Admin. | Ernie Patnoe                 | 802-655-1580                  | F 802-655-6642 |                | <a href="mailto:ernie.Patnoe@vermont.gov">ernie.Patnoe@vermont.gov</a>         |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                                  |                                |                        |                |                |                                                                                    |
|------------------------------------------------------------------|--------------------------------|------------------------|----------------|----------------|------------------------------------------------------------------------------------|
| Vermont Dept. of Health                                          |                                | 802-863-7200           | 800-464-4343   | F 802-865-7754 |                                                                                    |
| State Haz-Mat                                                    | Patrick McLaughlin             | 800-641-5005           | M 802-585-4468 |                | <a href="mailto:Patrick.McLaughlin@vermont.gov">Patrick.McLaughlin@vermont.gov</a> |
| State USAR                                                       | Mike Cannon                    | 800-347-0488           | M 802-363-2560 |                | <a href="mailto:Michel.cannon@vermont.gov">Michel.cannon@vermont.gov</a>           |
| VT DPS Fire Safety Office                                        | William Brown Regional Manager | 802-879-2300           | 800-366-8325   | F 802-879-2312 | <a href="mailto:William.Brown@vermont.gov">William.Brown@vermont.gov</a>           |
| Agency of Natural Resources                                      | Spill Reporting                | 802-828-1138           | 800-641-5005   |                |                                                                                    |
| ANR River Engineer                                               | Chris Brunelle                 | 802-777-5328           |                |                | <a href="mailto:Chris.Brunelle@vermont.gov">Chris.Brunelle@vermont.gov</a>         |
| ANR Floodplain Manager                                           | Rebecca Pfeiffer               | 802-490-6157           |                |                | <a href="mailto:Rebecca.Pfeiffer@vermont.gov">Rebecca.Pfeiffer@vermont.gov</a>     |
| ANR Dam Engineer                                                 | Ben Green                      | 802-622-4093           |                |                | <a href="mailto:Benjamin.Green@vermont.gov">Benjamin.Green@vermont.gov</a>         |
| VT Dept. of Forests, Parks, and Recreation Essex Regional Office | Ethan Tapper-County Forester   | 802-879-6565           | 802-585-9099   | F 802-878-5192 | <a href="mailto:Ethan.tapper@vermont.gov">Ethan.tapper@vermont.gov</a>             |
| Regional Planning Commission                                     | Chittenden County RPC          | 802-846-4490           | F 802-846-4494 |                | <a href="mailto:connect@ccrpcvt.org">connect@ccrpcvt.org</a>                       |
| Railroad Contact                                                 | Vermont Railway Inc.           | Emergency 888-265-2735 | 802-862-2503   |                | <a href="mailto:vrscustomerservice@vrs.us.com">vrscustomerservice@vrs.us.com</a>   |
| U.S. Coast Guard                                                 | Coast Guard Station Burlington | Emergency 802-864-6791 | F 802-951-6793 | 802-951-6792   |                                                                                    |
| U.S. Forest Service                                              |                                |                        |                |                |                                                                                    |

## Enclosure 2 (Emergency Operations Center)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** The Emergency Operations Center (EOC) is an organization that coordinates information, support, and response across the municipality for Incident Commanders and government officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.

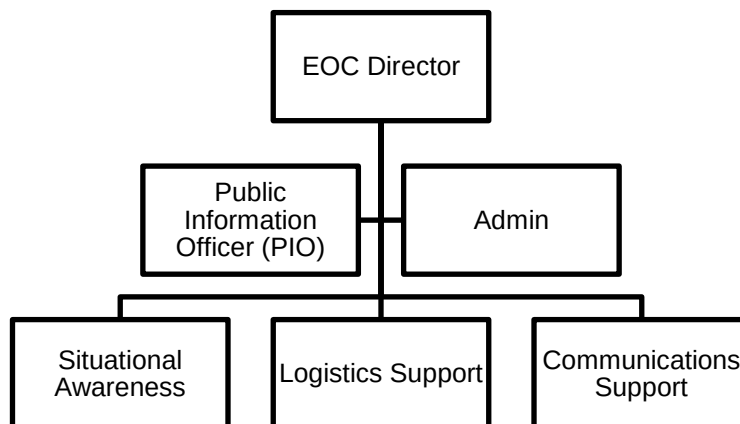
1.1. In some cases, the EOC coordinates support for one or more ICs (for example, during an ice storm the Road Foreman may be clearing roads while the Fire Chief is fighting a fire). In that case, the EOC may request information and provide or prioritize resources, but the EOC should never direct tactical operations.

1.2. In some cases, typically during recovery or long-running, low threat incidents like pandemics or extended power outages, the EOC Director may be the Incident Commander for town-wide efforts. In that case, the EOC acts as the municipal Incident Command Post (ICP) and may direct tactical operations.

### 2. **EOC Organizational Structure:**

This is the preferred operating structure for the City of Burlington EOC. If circumstances dictate though there is the opportunity to deviate from this model.

2.1. This is the preferred operating structure for MUNICIPALITY.



## Enclosure 2 (Emergency Operations Center)

April, 2022

City of Burlington

Local Emergency Management Plan

2.2. These are the functions of the positions within the preferred operating structure above. Depending on the specific emergency and staff available, positions and functions may be combined or subdivided.

| Position                          | Job Description                                                                                                                                                                                                              |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>EOC Director</i>               | <i>- Supervises and directs all EOC activities coordinating municipal support and response</i>                                                                                                                               |
| <i>Public Information Officer</i> | <i>- Coordinates all messaging with Incident Commander(s)<br/>- Produces and posts public information and press releases<br/>- Monitors public media for useful information and to correct inaccurate reports</i>            |
| <i>Admin</i>                      | <i>- Maintains operations log<br/>- Supports incident commanders in documenting expenses for reimbursement</i>                                                                                                               |
| <i>Situational Awareness</i>      | <i>- Updates status board and map<br/>- Tracks and answers any Requests For Information (RFI) from Incident Commander(s) and town officials</i>                                                                              |
| <i>Logistics Support</i>          | <i>- Tracks and coordinates fulfillment of any Requests For Support (RFS) from Incident Commander(s)<br/>- Provides resources for the EOC itself (e.g. coffee, food, sleeping areas, batteries, fuel for generator, ...)</i> |
| <i>Communications Support</i>     | <i>- Staffs phones and radio</i>                                                                                                                                                                                             |

### 3. Primary EOC Facility.

1. Burlington Police Department, 1 North Avenue, Burlington VT
2. Phone Number(s): 802-658-2704 (Public)
3. Mobile service available / provider: Verizon good, AT&T good
4. EOC risk factors: Lack of separation from public highway
5. Facility Contact: City of Burlington Police Chief
6. Access: Access will be coordinated through Burlington Police Department
7. Internet: Redundant System in Place – Access information needs to be provided
8. Available Equipment:
  - i. Landline telephones
  - ii. Projector

## Enclosure 2 (Emergency Operations Center)

April, 2022

City of Burlington

Local Emergency Management Plan

- iii. Copy Machine
  - iv. Base Radio
- 9. Equipment needed (and where it is / who has it):
  - i. Employees working within the EOC are expected to bring their own computer devices
  - ii. Cellular phones
- 10. Backup power / instructions: redundant back-up power is present on site
- 11. Layout: Layout diagrams and design are maintained by Burlington Police Department

### 4. Alternate EOC Facility.

- 1. Burlington Electric Dept. 585 Pine St. Burlington VT
- 2. Phone Number(s): 802-865-7300
- 3. Mobile service available / provider: *Verizon good, AT&T good*
- 4. EOC risk factors:
- 5. Facility Contact:
- 6. Access: Access is available with Knox Box, however should be coordinated through BED
- 7. Internet:
- 8. Available Equipment:
- 9. Equipment needed (and where it is / who has it):
- 10. Backup power / instructions:
- 11. *Layout:*



# Enclosure 3 (NIMS Typed Resources)

April, 2022

City of Burlington, VT

Local Emergency Management Plan

1. **Concept:** The Emergency Operations Center (EOC) can coordinate resource support for Incident Commander(s). The municipality should **use municipal resources, mutual aid agreements, and local purchases first** to get resources for response as needed and available. The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.

## 1.1. State support that is usually at no cost to the municipality:

- Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)
- Vermont Urban Search and Rescue (USAR, VT-TF1)
- Vermont State Police and Special Teams
- Community Emergency Response Teams (CERTs)
- Swift water Rescue Teams
- Regional Shelter Support
- State government agency expertise / services
- Federal response agency expertise

## 1.2. State support the municipality will normally eventually have to pay for:

- Supplies and equipment (including sandbags)
- VTrans Equipment and Personnel
- Vermont National Guard Support

1.3. The state may be able to provide resources at no expense, and in major disasters there may be state and federal funds available to help defray expenses, but **normally municipalities are responsible for paying for emergency response costs**. *When requesting resources through the SEOC, the SEOC will ask if local resources have been exhausted; if so, the SEOC will help find sources from which the municipality can buy or contract for supplies or the SEOC may coordinate supplies and other resources for the municipality if the timing and cost is acceptable.*

## Enclosure 3 (NIMS Typed Resources)

April, 2022

City of Burlington, VT

Local Emergency Management Plan

### 2. **Emergency Purchasing:**

2.1. **Authority:** The EOC is bound by the Cities purchasing policy and there is no ability to deviate from the same. Emergency purchases must be approved by the City Council.

2.2. **Processes:** Working with the Mayor and the Chief Administrative Office (CAO) the EMD would request that City Council waive or amend the purchasing policy as needed for emergency purchasing.

### 3. **Businesses with Standing Municipal Contracts:**

The City of Burlington conducts business with a variety of vendors and has accounts existing within the Cities accounting software.

### 4. **Other Local Resources:**

The City of Burlington conducts business with a variety of vendors and has accounts existing within the Cities accounting software.

# Enclosure 3 (NIMS Typed Resources)

April, 2022

City of Burlington, VT

Local Emergency Management Plan

## 5. National Incident Management System (NIMS) Typed Resources\*.

| Type                                                    | I | II | III | IV | Other | Type                                                | I | II | III | IV | Other |
|---------------------------------------------------------|---|----|-----|----|-------|-----------------------------------------------------|---|----|-----|----|-------|
| Critical Incident Stress Management Team                |   |    |     |    |       | Hydraulic Excavator, Large Mass Excavation          |   |    |     |    |       |
| Mobile Communications Center                            |   |    |     |    |       | Hydraulic Excavator, Medium Mass Excavation         |   |    |     |    |       |
| Mobile Communications Unit                              |   |    |     |    |       | Hydraulic Excavator, Compact                        | 1 |    |     |    |       |
| All-Terrain Vehicles                                    |   |    |     | 5  |       | Road Sweeper                                        | 1 |    | 1   |    |       |
| Marine Vessels                                          |   |    |     | 1  | 1     | Snow Blower, Loader Mounted                         |   |    |     |    |       |
| Snowmobile                                              |   |    |     |    |       | Track Dozer                                         |   |    |     |    |       |
| Public Safety Dive Team                                 |   |    |     |    |       | Track Loader                                        |   |    |     |    |       |
| SWAT/Tactical Team                                      |   |    |     | 1  |       | Trailer, Equipment Tag-Trailer                      |   | 2  | 4   |    |       |
| Firefighting Brush Patrol Engine                        |   |    |     |    |       | Trailer, Dump                                       |   |    |     |    |       |
| Fire Engine (Pumper)                                    | 4 |    |     |    |       | Trailer, Small Equipment                            |   | 2  | 4   |    |       |
| Firefighting Crew Transport                             |   |    |     |    |       | Truck, On-Road Dump                                 |   | 3  | 10  | 8  |       |
| Aerial Fire Truck                                       | 3 |    |     |    |       | Truck, Plow                                         | 1 | 10 | 4   | 11 |       |
| Foam Tender                                             |   |    |     |    |       | Truck, Sewer Flusher                                |   | 2  |     |    |       |
| Hand Crew                                               |   |    |     |    |       | Truck, Tractor Trailer                              |   |    |     |    |       |
| HAZMAT Entry Team                                       |   |    |     |    |       | Water Pumps, De-Watering                            |   |    |     |    |       |
| Engine Strike Team                                      |   |    |     |    |       | Water Pumps, Drinking Water Supply - Auxiliary Pump |   |    |     |    |       |
| Water Tender (Tanker)                                   |   |    |     |    |       | Water Pumps, Water Distribution                     |   |    |     |    |       |
| Fire Boat                                               |   |    |     |    |       | Water Pumps, Wastewater                             |   |    |     |    |       |
| Aerial Lift - Articulating Boom                         |   |    |     | 1  |       | Water Truck                                         |   |    |     |    |       |
| Aerial Lift - Self Propelled, Scissor, Rough Terrain    |   |    |     |    |       | Wheel Dozer                                         |   |    |     |    |       |
| Aerial Lift - Telescopic Boom                           |   |    |     |    |       | Wheel Loader Backhoe                                | 3 |    |     |    |       |
| Aerial Lift - Truck Mounted                             |   |    | 3   | 1  |       | Wheel Loader, Large                                 |   |    |     |    |       |
| Air Compressor                                          |   |    |     | 2  |       | Wheel Loader, Medium                                |   |    |     |    |       |
| Concrete Cutter/Multi-Processor for Hydraulic Excavator |   |    |     |    |       | Wheel Loader, Small                                 | 2 |    | 1   |    |       |
| Electronic Boards, Arrow                                |   |    |     |    |       | Wheel Loader, Skid Steer                            |   |    | 1   |    |       |
| Electronic Boards, Variable Message Signs               | 6 |    |     |    |       | Wheel Loader, Telescopic Handler                    |   |    |     |    |       |
| Floodlights                                             | 1 |    |     |    |       | Wood Chipper                                        | 2 |    |     |    |       |
| Generator                                               |   |    |     |    |       | Wood Tub Grinder                                    |   |    |     |    |       |
| Grader                                                  |   |    |     |    |       |                                                     |   |    |     |    |       |

\*Information about the NIMS Typed resources can be found at: <https://rslt.preptoolkit.fema.gov>

## Enclosure 4 (Public Information and Warning)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** During any significant emergency, the Emergency Operations Center (EOC) and Incident Command Posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.
2. **Public Information Officer (PIO) Coordination:** The EOC Director will appoint a PIO and coordinate that activity directly or through the Cities Communications Specialist. While the EOC is operational, there will be only one PIO and press releases will come through the EOC. Efforts will be coordinated with the IC's to provide specific and accurate information.

### 3. **Releasing Public Information:**

**3.1. Emergency Notifications:** The VT-Alert notification system can send phone messages to all landlines in an area, and phone calls, text messages, and emails to people who have registered for them. Alerts through VT-Alert will be published by the EOC PIO and or Communications Specialist and approved by the EMD prior to release. *To send a notification, pass the message and target area to the State Emergency Operations Center (800-347-0488).*

**3.2. Current Information:** The PIO will post all official municipal emergency news to the Cities web site/Facebook page/email list as soon as possible. The main City website/Facebook page should only contain current, accurate information - the PIO will remove or archive old or erroneous information. *Public notice sites for non-phone/internet information will be posted at the city clerk's office, the Fletcher Free Library, and the Department of Public Works bulletin boards, as is consistent with the cities posting of warned meetings.*

**3.3. Press Releases:** The PIO will publish press releases as required.

**3.4. Media Inquiries and Interviews:** The PIO will answer any media inquiries and coordinate, if not give, any media interviews.

**3.5. Media Corrections:** When possible, the PIO will correct inaccurate information in news and social media by ensuring the town web site has the correct information,

## Enclosure 4 (Public Information and Warning)

April, 2022

City of Burlington

Local Emergency Management Plan

and then as soon as possible notifying the inaccurate source (e.g. by posting a comment, calling, sending an email, etc. along with a link to the cities website).

4. Monitoring Public Information: The PIO will monitor traditional news sources along with social medial and email sources of information. *These sources include local television stations, (WCAX, WPTZ, WFFF, WVNY) Local Radio Stations including but not limited to (WEZF 92.9, WOKO 98.9, WVMT 960, WDEV 550). Social Media sources such as Twitter and Facebook will be monitored.*
5. Vermont 2-1-1: To coordinate for Vermont 2-1-1 to give out information during a local or regional emergency, call 2-1-1 directly and pass on the critical information. 2-1-1 will pass that information on to any residents who call.

5.1. United Ways of Vermont operates the Vermont 2-1-1 system: The system provides information and referral services to the people of Vermont in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.

5.2. In a major state emergency: the State Emergency Operations Center will coordinate with 2-1-1 to provide and collect general information and will also coordinate directly with affected governments to pass along key local information, both to and from 2-1-1, depending on the emergency.

5.3. 2-1-1 is always available (24-7-365) to provide general information and referral services: - it is not just for emergencies. Individuals contact 2-1-1 by dialing 211 from a phone within Vermont, calling 1-866-652-4636 (toll free within Vermont), or (802) 652-4636 (from outside of Vermont). While 211 is the preferred number, the other numbers are useful if there are emergency issues with phone exchanges or when using a mobile phone that is reaching a tower outside of Vermont.

## Enclosure 5 (Vulnerable Populations)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** During a long duration emergency, the Emergency Operations Center (EOC) may need to monitor the needs of and coordinate support for vulnerable populations. The EOC will determine whether vulnerable populations may be at risk, identify individual needs, and monitor their status until normal services are restored. In many cases support for vulnerable populations may be reason to open or continue an EOC, even after initial response operations have ended.
2. **Risk Determination:** An Incident Commander determines whether vulnerable populations may be at risk based on the emergency and its potential impact on local residents. For example, closed and damaged roads may prevent people from getting food and medicines, and home medical equipment may not work during power outages, but even major flooding that only affects a limited area may not present any significant problems to vulnerable residents.
3. **Identification:** Vulnerable populations are identified ahead of time through identified care facilities, assisted living establishments, State licensed/registered child care facilities, educational facilities, and through the Burlington Electric Department Emergency Contact List of energy dependent residents within their service area.
4. **Contact and Monitoring:** Outreach efforts will take place early into an event focusing on neighborhoods affected first. A list will be established showing most recent contact and status of the residents. Contact should be continually made every 24 hours or more throughout the event.
5. **Organizations and Facilities that Serve Vulnerable Populations:** The following organizations routinely work with people who may have short or long term special needs.
  - CARE (Citizen Assistance Registration for Emergencies) - database of people who may need special help during an emergency, available through Williston VSP Public Safety Answering Point (PSAP)
  - Meals on Wheels- Delivery of hot, homemade food to people of Burlington, South Burlington, Winooski, Shelburne, Charlotte, and parts of Colchester.
  - Visiting Nurses Association – Home health agency caring for people of all age groups with all sorts of medical needs.
  - Burlington Electric Dept. (BED) – maintains “Life Support” customers list

## Enclosure 6 (Sheltering and Care)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** During some emergencies, the Emergency Operations Center (EOC) will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.

2. **Spontaneous Sheltering:** If there is no local shelter available:

- Determine the approximate number of people who need sheltering.
- Call the State EOC / Watch Officer at 800-347-0488 and request support.
- Track the status of residents who need shelter until their situation stabilizes.

**2.1. Temporary Lodging:** When small numbers of people are displaced by disasters, the American Red Cross (ARC) and Vermont Agency of Human Services, Economic Services Division (ESD) can provide temporary lodging in hotels or motels.

**2.2. Regional Shelters:** In major emergencies, the state will work with the American Red Cross to open regional overnight shelters for large numbers of displaced people.

3. **Daytime Shelters:** Daytime shelters will be established in facilities pre-designated by the American Red Cross and are dependent upon the location and determined needs within the City. See Enclosure 1

4. **Overnight Shelters:** Within the City of Burlington, the American Red Cross runs the shelters and has several pre-designated shelters. The Agreed upon Primary Shelter is:

**4.1. Champlain Elementary School.**

- Address: Pine Street, Burlington VT
- Facility Contact: Principal, Joe Resteghini
- Phone: 802-383-8449
- Activation:
- Shelter Manager: American Red Cross
- Staff Required:
- Capacity: 187
- Generator:
- Pets:
- Services:

## Enclosure 6 (Sheltering and Care)

April, 2022

City of Burlington

Local Emergency Management Plan

- Agreement Summary: Memorandum of Agreement between ARC and School, 2019



# Local Emergency Management Plan



**City of Burlington,  
Vermont**

**2023**

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**Table of Contents**

|                                                                         |           |
|-------------------------------------------------------------------------|-----------|
| <b>1. Overview:</b> .....                                               | <b>3</b>  |
| <b>2. Normal Operation:</b> .....                                       | <b>4</b>  |
| <b>3. Municipal Emergency Operations Center (EOC) Activation.</b> ..... | <b>5</b>  |
| <b>4. Emergency Operations:</b> .....                                   | <b>5</b>  |
| <b>5. Demobilization:</b> .....                                         | <b>9</b>  |
| <b>Enclosures:</b> .....                                                | <b>10</b> |



<http://www.city-data.com/disaster-photos/21741.html>

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**1. Overview:**

**1.1. Purpose:**

This is the Local Emergency Management Plan (LEMP) for the City of Burlington, VT. It outlines how the municipal government will coordinate support from an Emergency Operations Center (EOC) and, if necessary, direct actions from an Incident Command Post (ICP). *This is not a tactical plan for first response fire, emergency medical service, or law enforcement issues.* This base document details general municipal Emergency Management activities, while the enclosures and annexes provide quick reference materials for specific tasks and incidents.

**1.2. Planner:**

The following people are the Emergency Management (EM) stakeholders who wrote and maintain this plan.

- Michael LaChance, Emergency Management Director / Fire Chief
- Miro Weinberger, Mayor
- Jon Murad, Police Chief (Acting Chief of Police)



**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

## **2. Normal Operation:**

Through normal city operations, Department Head meetings occur monthly and provide the opportunity for all departments to share information related to their function or unusual circumstances which they may have become aware of. City officials also are encouraged to embrace the concept of “See Something, Say Something.” Through this concept if a city employee recognizes a hazard or learns of a potentially evolving event, they are instructed to report the information with as much detail as possible, to include sources of information. Open lines of communication are maintained across departments which allow for the sharing of information without delay.

### **2.1. Information Sharing:**

2.1.1. City officials get information from many sources, including TV, radio, news websites, social media, email, emergency dispatch, and personal interactions and observations. The Fire Chief and Fire Shift Commanders, Police Chief, Public Works Director, and Emergency Management Director are the primary information collectors and coordinate as required. Residents and transients may also call various offices with observations and reports about emergency situations; city staff and the City Council Members should forward those reports to the appropriate official. Members of the public and city employees have the opportunity to utilize the cities SeeClickFix program which can be found on the cities web page or through this link. [https://seeclickfix.com/burlington\\_2](https://seeclickfix.com/burlington_2)

2.1.2. Responding organizations will not normally alert others to incidents that do not exceed their capabilities. For example, the Fire Chief will not notify the City about every fire; the Director of Public Works will not alert the City for every snowstorm. There is however an expectation that the Mayor’s Office is made aware of larger than normal incidents regardless of the nature of the event. Commissioners are also notified of events per their normal protocols.

### **2.2. Incident Size up:**

As an incident develops, the EMD or Incident Commander must validate the accuracy of reports and the severity of the situation to assess the risk to the city and the need for broader coordination.

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**2.3. Early Notification:**

As an incident develops that might affect the entire city, reports should go to the EMD. The EMD, in turn, will keep the Mayor, the Director of Public Works, the Police Chief, and the Fire Shift Commander informed as appropriate.

**3. Municipal Emergency Operations Center (EOC) Activation.**

**3.1. General:**

The EOC should activate when there is an incident that requires significant coordination between responders, municipal officials, and/or residents. The EOC is available to be used for both planned and emergency incidents. See Enclosure 2 for facility, organization, and staffing details and specific incident annexes for action plans and municipal command and coordination relationships.

**3.2. Decision to Activate:**

The EMD makes the decision to activate the EOC. These are common reasons to open the EOC.

- Request from an Incident Commander
- Request from Police Chief
- Request from Director of Public Works
- Directive from City Council and or Mayor's Office
- Weather forecast that may lead to widespread damage
- Planned event for which need for coordination exceeds daily needs

**3.3. Location:**

The EMD selects the EOC location on activation. The following are established EOC locations.

- **Primary:** Burlington Police Department, 1 North Ave
  - Community Room
- **Alternate:** Burlington Electric Department, 585 Pine Street

**4. Emergency Operations:**

This plan provides the general operating framework for municipal Emergency Management for events that require some form of municipal Emergency Operations Center

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

(EOC), not for emergencies that the on-scene Incident Command structure can handle internally.

**4.1. Incident Command and the Emergency Operations Center (EOC):**

Each incident must have an Incident Commander (IC) in charge of the response. In some cases, the EOC will support the ICs, but in some cases the EOC may also be the municipal ICP.

**4.2. Maintain Situational Awareness:**

Situational Awareness is maintained through timely reporting from the field. Information provided to the EOC will be evaluated to garner a picture of the current status and used by the planning team to create a plan for subsequent operational periods. Situational Awareness also may come from outside sources such as the media (mainstream and social), the public, neighboring jurisdictions. Other unidentified sources of information may present themselves throughout an incident. This information shall be documented, vetted, and shared like all other intel collected. *The EOC tracks events and response actions for municipal leaders.*

**4.2.1. *Operations Log:***

An operations log shall be maintained within the EOC. (ICS 214 Activity Log) There shall be only one log for the EOC, and it shall capture all significant activities, decisions made and communications to and from the EOC. Each operational period shall be denoted within the log to include EOC personnel present during the operational period.

**4.2.2. *Map:***

Events should be tracked graphically on a large situation map within the EOC. If capabilities allow for the projection of this mapping it will permit for constant sharing by all representatives within the EOC.

**4.2.3. *Information Request Tracker:***

Requests for information will be tracked to show the source, date and time of the request. Additional information captured shall include the status/answers to the information request.

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

**4.2.4. *Damage Report:***

The City of Burlington will capture a list of public infrastructure damage (including roads, bridges, culverts, municipal utilities, historical structures, and public buildings, etc.) to facilitate funding requests during recovery. This list should be supported by photographs which show the date and time captured and a photo log describing the content of the photo.

**4.3. Coordinate Resource Requests:**

As requests for resource needs are identified they shall be documented on a Resource Request Message (ICS 213 RR) form. The EOC will record the request and attempt to fulfill them locally. In the event that resources are not available locally it may be necessary to request them through the State EOC or to coordinate the modification of the request to another quantity, kind, or type. The EOC should also coordinate the resource requests to ensure resources are deployed to areas of greatest need with a primary focus of deployment on life safety.

**4.3.1. *Purchasing:***

Upon activation of the EOC, the EOC Director may authorize the purchase of related supplies, equipment, and services as required to directly support the ongoing incidents. Purchases shall be supported by receipts with a total EOC authorized purchase not to exceed \$1,000. Purchases in excess of \$1,000 will require approval of the Chief Financial Officer or their designee who has preapproval for such authorization during such events. Refer to City of Burlington Purchasing Policy

**4.3.2. *Resource Request Tracker:***

Each resource requested shall be assigned a unique number. Resources will be tracked through a list of resources requested and will show their real time status. (Ordered, Available, Assigned, Out of Service).

**4.3.3. *Financial Expenses:***

Throughout the entire response and recovery phase of an incident it is imperative to document all expenses. Expenses including materials, personnel, and equipment used. Documentation should include the date and time the incident began, along with expenses incurred from that time. Documentation should also include pictures, invoices, daily activity reports, and vehicle usage documentation, materials used from stock, rental/lease agreements, contract documents, and

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

insurance information. Vehicle tracking shall include the vehicle identifier, start and end mileage, hours used, and a description of activities it is used for.

**4.4. Provide and Monitor Public Information:**

*Enclosure 4*

The City of Burlington, Emergency Management Director or in their absence an on-scene Incident Commander may have Vermont Emergency Management (VEM) send out an alert notification through the VT-Alert system. The EOC's designated Public Information Officer (PIO) monitors news reports and social media for information and requests from the public. In coordination with ICs, the PIO creates news updates and/or press releases to publish on the cities web page, local social media sites, and makes paper copies for distribution in areas that may not have normal communications. Multilingual releases should be made available whenever possible.

**4.5. Vulnerable Populations:**

*Enclosure 5*

The City of Burlington and Burlington Electric Department maintain lists of known vulnerable populations based on historical information. Points of contact are reviewed during plan review and information is confirmed. During an event, vulnerable populations within an affected area or throughout the City are monitored through the POC for each location. Through these contacts needs are identified and support is coordinated as applicable.

**4.6. Sheltering and Care:**

*Enclosure 6*

If the need arises to open a shelter to house displaced residents, city staff in the EOC will coordinate with the American Red Cross (ARC) to assist in shelter operations. Currently the ARC has shelter locations identified within the City of Burlington, which they will manage. These shelters spaces identify both day use and overnight capacities and would be utilized as needed.

**4.7. Plan Future Operations:**

The EOC supports Incident Commanders in planning and coordinating future response and recovery operations. In order to support these operations, it is necessary that information sharing occurs across all lines. As soon as possible, Damage Assessment and collection of supporting documentation should begin in an effort to facilitate reimbursement. Demobilization planning should occur early in the event so that unused resources can be released in a timely and efficient manner. For city assets and personnel, demobilization from the response will be



**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

the return to normal city operations accompanied by additional recovery tasks as necessary.

**4.8. Update Briefings:**

During multi operational period events, the EOC will conduct full update briefings for EOC staff, City Council Members, and other identified leaders. These meetings will occur at least once a day and are intended to share the goals for the day, synchronize activities, and to review the day's events. The normal format is as follows.

- Overview (EOC Director)
- Current situation (Situational Awareness)
- Resource issues (Logistics Support)
- Incident / Operations updates and issues
- Priorities and general comments (Mayor or City Council designee)

**4.9. Night Shifts:**

The EOC Director will determine the need for staffing at night and the missions for those on duty.

**5. Demobilization:**

**5.1. Decision to Demobilize:**

The EOC Director will demobilize the EOC based on the situation and operational objectives. Typical conditions for demobilization include:

- All first responders are demobilized or returned to normal work schedules
- All emergency issues for people within the city are resolved or completely transitioned to an appropriate service agency.
- Unresolved power issues within the city will be coordinated with Burlington Electric Department (BED) and a joint decision will be made related to the needs of BED for support from the EOC.

**5.2. Demobilization Process:**

- Notify City Council, Mayor's office, city department heads or designee, and State EOC that local EOC is shutting down
- Collect and file all EOC documentation for the incident
- Clean and put away all EOC equipment and supplies
- Identify any supply or equipment needs for the next EOC activation

**City of Burlington, Vermont**  
**Local Emergency Management Plan**  
**2023**

- Release EOC staff and secure facility

**5.3. Transition to Recovery:**

If necessary, the City Council appoints a Recovery Officer as the Incident Commander for recovery. The EOC Director makes all incident related documentation available to the Recovery Officer. The Recovery Officer establishes a Recovery Committee as his/her staff and sets operational objectives and meetings and tasks as required to achieve the objectives.

**Enclosures:**

- 1 - Contact Information
- 2 - Emergency Operations Center (EOC)
- 3 - Resources
- 4 - Public Information and Warning
- 5 - Vulnerable Populations
- 6 - Sheltering and Care

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

| Position                              | Name                                   | Phone numbers - indicate Mobile, Home, Work        |                |                | E-mail                                                                     |
|---------------------------------------|----------------------------------------|----------------------------------------------------|----------------|----------------|----------------------------------------------------------------------------|
|                                       |                                        | Primary                                            | Alternate      | Alternate      |                                                                            |
| Local Emergency Management Team       |                                        |                                                    |                |                |                                                                            |
| EM Director (EMD)                     | Michael LaChance                       | M 802-343-1048                                     | W 802-865-7578 |                | <a href="mailto:mlachance@burlingtonvt.gov">mlachance@burlingtonvt.gov</a> |
| EM Coordinator (EMC)                  |                                        |                                                    |                |                |                                                                            |
| Public Information Officer (PIO)      | Samantha Sheehan                       | 802-865-7272                                       |                |                | <a href="mailto:ssheehan@burlingtonvt.gov">ssheehan@burlingtonvt.gov</a>   |
| EOC Volunteer                         |                                        |                                                    |                |                |                                                                            |
| EOC Volunteer                         |                                        |                                                    |                |                |                                                                            |
| EOC Volunteer                         |                                        |                                                    |                |                |                                                                            |
|                                       |                                        |                                                    |                |                |                                                                            |
| Local Response Organization Contacts  |                                        |                                                    |                |                |                                                                            |
| Fire Chief                            | Michael LaChance                       | M 802-343-1048                                     | W 802-865-7578 |                | <a href="mailto:mlachance@burlingtonvt.gov">mlachance@burlingtonvt.gov</a> |
| Deputy Fire Chief (Operations)        | Derek Libby                            | M 802-318-5912                                     | W 802-658-7660 |                | <a href="mailto:dlibby@burlingtonvt.gov">dlibby@burlingtonvt.gov</a>       |
| Deputy Fire Chief (Administration)    | Vacant                                 | M                                                  | W              |                |                                                                            |
| Chief of Police Acting                | Jon Murad                              | M 802-735-7143                                     | W 802-540-2107 |                | <a href="mailto:jjmurad@bpdvt.org">jjmurad@bpdvt.org</a>                   |
| Deputy Chief of Administration Acting | Brian LaBarge                          | M 802-540-2269                                     |                |                | <a href="mailto:blabarge@bpdvt.org">blabarge@bpdvt.org</a>                 |
| Deputy Chief of Operations            | Wade Labrecque                         | M 802-556-1059                                     | W 802-540-2226 |                | <a href="mailto:wlabrecque@bpdvt.org">wlabrecque@bpdvt.org</a>             |
| Local Dispatch Center                 | City of Burlington                     | W 802-864-5311                                     | W 802-864-4551 |                |                                                                            |
|                                       |                                        |                                                    |                |                |                                                                            |
| State Police                          | Williston Barracks<br>Lt. Debra Munson | W 802-878-7111<br>After hours<br>"Watch Commander" | C 802-498-8218 | C 802-673-9887 | <a href="mailto:debra.munson@vermont.gov">debra.munson@vermont.gov</a>     |
| Chittenden County Sheriff's Dept.     | Sheriff Daniel Gamelin                 | W 802-863-4341                                     | F 802-863-7445 |                | <a href="mailto:daniel.gamelin@vermont.gov">daniel.gamelin@vermont.gov</a> |
|                                       |                                        |                                                    |                |                |                                                                            |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

| Local Public Works Contacts               |                  |                |                |                |                                                                                                        |
|-------------------------------------------|------------------|----------------|----------------|----------------|--------------------------------------------------------------------------------------------------------|
| <b>Department of Public Works</b>         |                  |                |                |                |                                                                                                        |
| DPW – Director                            | Chapin Spencer   | W 802-863-9094 |                | M 802-316-0006 | <a href="mailto:cspencer@burlingtonvt.gov">cspencer@burlingtonvt.gov</a>                               |
| DPW – Ass't Director Maintenance Division | Lee Perry        | W 802-863-9094 |                | M 802-316-7568 | <a href="mailto:lperry@burlingtonvt.gov">lperry@burlingtonvt.gov</a>                                   |
| DPW – Ass't Director Technical Services   | Norm Baldwin     |                |                | M 802-316-6254 | <a href="mailto:nbaldwin@burlingtonvt.gov">nbaldwin@burlingtonvt.gov</a>                               |
| DPW – Ass't Director Parking and Traffic  | Jeff Padgett     |                |                | M 802-495-6176 | <a href="mailto:jpadgett@burlingtonvt.gov">jpadgett@burlingtonvt.gov</a>                               |
| DPW – Ass't Director Water Resources      | Megan Moir       | W 802-540-1748 |                | M 802-734-4595 | <a href="mailto:mmoir@burlingtonvt.gov">mmoir@burlingtonvt.gov</a>                                     |
| DPW- Water Resources                      | Customer Service | W 802-863-4501 | F 802-864-8233 |                | <a href="mailto:Water-resources@burlingtonvt.org">Water-resources@burlingtonvt.org</a>                 |
| DPW – Public Information Manager          | Rob Goulding     |                |                | M 802-881-2278 | <a href="mailto:rgoulding@burlingtonvt.gov">rgoulding@burlingtonvt.gov</a>                             |
| DPW- Customer Service                     | Val Ducharme     | W 802-863-9094 | F 802-863-0466 |                | <a href="mailto:Dpw-pinecustomerservice@burlingtonvt.gov">Dpw-pinecustomerservice@burlingtonvt.gov</a> |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |
| Municipal Government Contacts             |                  |                |                |                |                                                                                                        |
| Mayor                                     | Miro Weinberger  | W 802-865-7273 | M 802-598-6635 | H 802-863-6495 | <a href="mailto:mayor@burlingtonvt.gov">mayor@burlingtonvt.gov</a>                                     |
| Mayor's Chief of Staff                    | Jordan Redell    | 802-881-7020   |                | 802-865-7272   | <a href="mailto:jredell@burlingtonvt.gov">jredell@burlingtonvt.gov</a>                                 |
| Mayors Communications Coordinator         | Samantha Sheehan | 802-865-7272   |                |                | <a href="mailto:ssheehan@burlingtonvt.gov">ssheehan@burlingtonvt.gov</a>                               |
| Mayors Administrative Assistant           | Erin Stoetzner   | 802-865-7272   |                |                | <a href="mailto:estoetzner@burlingtonvt.gov">estoetzner@burlingtonvt.gov</a>                           |
| City Council President                    | Karen Paul       | H 802-863-3827 |                |                | <a href="mailto:Kpul@burlingtonvt.gov">Kpul@burlingtonvt.gov</a>                                       |
| Chief Administrative Officer              | Katherine Schad  | W 802-865-7012 | W 802-865-7000 | F 802-865-7014 | <a href="mailto:Kschad@burlingtonvt.gov">Kschad@burlingtonvt.gov</a>                                   |
| Director of Financial Operations          | Jason Gow        |                | W 802-865-7000 |                | <a href="mailto:jgow@burlingtonvt.gov">jgow@burlingtonvt.gov</a>                                       |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |
|                                           |                  |                |                |                |                                                                                                        |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                                     |                                            |                       |                       |                |                                                                                                  |
|---------------------------------------------------------------------|--------------------------------------------|-----------------------|-----------------------|----------------|--------------------------------------------------------------------------------------------------|
| <b>Airport</b>                                                      |                                            | W 802-863-2874        |                       |                | <a href="mailto:btvairport@gmail.com">btvairport@gmail.com</a>                                   |
| Director of Aviation                                                | Nicolas "Nic" Longo                        | M 802-503-7368        | 802-863-2874 ext. 236 |                | <a href="mailto:nlongo@btv.aero">nlongo@btv.aero</a>                                             |
| Airport - Deputy Director of Operations                             | Dave Carman                                | M 802-881-2659        |                       |                | <a href="mailto:dcarmen@btv.aero">dcarmen@btv.aero</a>                                           |
| Airport Operations Foreman                                          | Doug Wood                                  | 802-578-4747          | 802-863-2874 ext. 221 |                | <a href="mailto:dwood@btv.aero">dwood@btv.aero</a>                                               |
| Airport Operations Specialist                                       | 24 / 7                                     | 802-316-6014 Primary  | 802-318-5395          |                | Someone available 24/7                                                                           |
| Airport-Office Manager                                              | Hannah Lumbra                              | 802-863-2874 ext. 201 | C 802-734-0184        |                | <a href="mailto:hlumbra@btv.aero">hlumbra@btv.aero</a>                                           |
| Airport Police Services                                             |                                            | M 802-316-0464        | W 802-658-7664        |                |                                                                                                  |
| Animal Control (Community Service Officer)                          | c/o BPD                                    | W 802-658-2704 x8     | 802-540-2375          |                |                                                                                                  |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Attorney's Office</b>                                            | Vacant                                     | W 802-865-7121        |                       | F 802-865-7123 |                                                                                                  |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Burlington Electric Department</b>                               | Burlington Electric                        | W 802-865-7300        | W 802-658-0300        |                |                                                                                                  |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| BED – General Manager                                               | Darren Springer                            | W 802-865-7406        | M 802-522-2082        |                | <a href="mailto:Dspringer@burlingtonelectric.com">Dspringer@burlingtonelectric.com</a>           |
| BED – Manager Safety & Risk mgmt.                                   | Paul Alexander                             | W 802-865-7471        | M 802-922-8377        |                | <a href="mailto:Palexander@burlingtonelectric.com">Palexander@burlingtonelectric.com</a>         |
| BED – Manager of Customer Care, Communications, and Energy Services | Mike Kanarick                              | W 802-865-7405        | M 802-735-7962        |                | <a href="mailto:Mkanarick@burlingtonelectric.com">Mkanarick@burlingtonelectric.com</a>           |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Burlington Telecom</b>                                           | Cust. Service // Will Dushane Tech support | W 802-540-0007        | C 802-318-6040        | F 802-652-4220 | <a href="mailto:customerservice@burlingtontelecom.com">customerservice@burlingtontelecom.com</a> |
| <b>City Arborist</b>                                                | Vincent "VJ" Comai                         | W 802-735-3055        |                       |                | <a href="mailto:vcomai@burlingtonvt.gov">vcomai@burlingtonvt.gov</a>                             |
|                                                                     |                                            |                       |                       |                |                                                                                                  |
| <b>Clerk / Treasurer</b>                                            | Office                                     | W 802-865-7000        |                       | F 802-865-7014 | <a href="mailto:burlingtontownclerk@burlingtonvt.gov">burlingtontownclerk@burlingtonvt.gov</a>   |
| City Clerk : Assistant                                              | Sarah Montgomery                           | W 802-865-7020        |                       |                | <a href="mailto:smontgomery@urlingtonvt.gov">smontgomery@urlingtonvt.gov</a>                     |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                            |                                        |                |                                  |                |                                                                            |
|--------------------------------------------|----------------------------------------|----------------|----------------------------------|----------------|----------------------------------------------------------------------------|
| Forest Fire Warden                         | BFD Shift Commander                    | W 802-658-7661 | M 802-363-6474                   | W 802-864-5311 |                                                                            |
| Harbormaster                               | Erin Moreau                            | W 802-316-0263 |                                  |                | <a href="mailto:emoreau@burlingtonvt.gov">emoreau@burlingtonvt.gov</a>     |
| Harbormaster – Deputy                      | Robert Peterson                        | W 802-316-1009 |                                  |                | <a href="mailto:rpeterson@burlingtonvt.gov">rpeterson@burlingtonvt.gov</a> |
| Health Officer                             | c/o Permitting and Inspection          | W 802-863-0442 | F 802-863-0466                   |                |                                                                            |
| <b>Parks Recreation and Waterfront</b>     |                                        |                |                                  |                |                                                                            |
| <b>Director</b>                            | Cindi Wight                            | 802-495-1919   |                                  |                | <a href="mailto:cwight@burlingtonvt.gov">cwight@burlingtonvt.gov</a>       |
| Parks and Rec Maint. & Ops Super'          | Deryk Roach                            | 802-316-0007   |                                  |                | <a href="mailto:droach@burlingtonvt.gov">droach@burlingtonvt.gov</a>       |
| Parks and Rec Miller Center Office         |                                        | 802-864-0123   |                                  |                |                                                                            |
| Parks and Rec CORE (ONE Comm Center)       | Melissa Cate                           |                | 802-316-0784                     |                |                                                                            |
| Parks and Rec Leddy Ice Arena              | Melissa Cate                           | 802-865-7538   | 802-316-0784                     |                |                                                                            |
| Parks and Rec North Beach Campground       | Alec Keading Campground and beach Mgr. | 802-862-0942   | 802-316-6988                     | 802-540-8362   | <a href="mailto:akaeding@burlingtonvt.gov">akaeding@burlingtonvt.gov</a>   |
| Parks and Rec Marina/Boathouse             | Robert Peterson                        | 802-316-1009   |                                  |                | <a href="mailto:bkaplan@burlingtonvt.gov">bkaplan@burlingtonvt.gov</a>     |
| Recreation Facilities Superintendent       | Melissa Cate                           | 802-316-0784   |                                  |                | <a href="mailto:mcate@burlingtonvt.gov">mcate@burlingtonvt.gov</a>         |
| Parks and Rec Facilities Maint. Mgr.       | Chris Beaudry                          | 802-316-2768   |                                  |                | <a href="mailto:cbeaudry@burlingtonvt.gov">cbeaudry@burlingtonvt.gov</a>   |
| Parks and Rec Public Buildings Mgr.        | Kim Bleakley                           | 802-557-7082   |                                  |                | <a href="mailto:kbleakley@burlingtonvt.gov">kbleakley@burlingtonvt.gov</a> |
|                                            |                                        |                |                                  |                |                                                                            |
| <b>Permitting and Inspection</b>           |                                        |                |                                  |                |                                                                            |
| Director                                   | William Ward                           | W 802-865-7510 | F 802-652-4221                   | M 802-881-4696 | <a href="mailto:wward@burlingtonvt.gov">wward@burlingtonvt.gov</a>         |
| Permitting and Inspection Housing Division | Patricia Wehman Div. Mgr.              | W 802-864-8524 | F 802-652-4221                   | M 802-557-2678 | <a href="mailto:pwehman@burlingtonvt.gov">pwehman@burlingtonvt.gov</a>     |
| Building Inspector                         | Brad Biggie                            | W 802-540-1739 |                                  | M 802-338-5488 | <a href="mailto:bbiggie@burlingtonvt.gov">bbiggie@burlingtonvt.gov</a>     |
|                                            |                                        |                |                                  |                |                                                                            |
| <b>School District Office</b>              | Burlington School District             | W 802-865-5332 | F 802-864-8501<br>Central Office |                |                                                                            |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                       |                       |                |                |                |                                                                                    |
|---------------------------------------|-----------------------|----------------|----------------|----------------|------------------------------------------------------------------------------------|
| School District Superintendent        | Tom Flanagan          | W 802-864-8474 |                | M 802-355-4664 | <a href="mailto:tflanagan@bsdvt.org">tflanagan@bsdvt.org</a>                       |
| Executive Assistant to Superintendent | Bonnie Ryder          | W 802-864-8474 |                | M 802-777-3869 | <a href="mailto:bryder@bsdvt.org">bryder@bsdvt.org</a>                             |
| <b>Burlington School District</b>     |                       |                |                |                |                                                                                    |
| Burlington High School                | 67 Cherry St.         | W 802-864-8411 | F 802-864-8408 |                |                                                                                    |
| Burlington Tech Center                | 52 Institute Rd.      | W 802-864-8426 | F 802-864-8521 |                |                                                                                    |
| Champlain Elementary                  | 800 Pine St.          | W 802-864-8477 | F 802-864-2157 |                |                                                                                    |
| C.P. Smith Elementary                 | 332 Ethan Allen PKWY. | W 802-864-8479 | F 802-864-4923 |                |                                                                                    |
| Early Education                       |                       | W 802-864-8463 |                |                |                                                                                    |
| Edmunds Elementary                    | 299 Main St.          | W 802-864-8473 | F 802-864-2166 |                |                                                                                    |
| Edmunds Middle School                 | 275 Main St.          | W 802-864-8486 | F 802-864-2218 |                |                                                                                    |
| Hunt Middle School                    | 1364 North Ave.       | W 802-864-8469 | F 802-864-8467 |                |                                                                                    |
| Horizons at St. Marks                 | 1271 North Ave.       | W 802-84-8497  |                |                |                                                                                    |
| Integrated Arts Academy               | 6 Archibald St.       | W 802-864-8475 | F 802-864-2162 |                |                                                                                    |
| J.J. Flynn Elementary                 | 1645 North Ave.       | W 802-864-8478 | F 802-864-2145 |                |                                                                                    |
| ONTOP at BHS                          | 20 Rock Point Rd.     | W 802-864-8496 | F 802-864-2213 |                |                                                                                    |
| Sustainability Academy                | 123 North St.         | W 802-864-8480 | F 802-864-2161 |                |                                                                                    |
| <b>Private Schools:</b>               |                       |                |                |                |                                                                                    |
| Baird School                          | 1138 Pine St.         | 802-488-6800   |                |                |                                                                                    |
| Christ the King School                | 136 Locust St.        | 802-862-6696   |                |                |                                                                                    |
| Mater Christi School                  | 50 Mansfield Ave.     | 802-658-3992   |                |                |                                                                                    |
| Rock Point School                     | 1 Rock Point Rd       | 802-863-1101   |                |                |                                                                                    |
| <b>Local Contacts</b>                 |                       |                |                |                |                                                                                    |
| VT211                                 |                       | 211            | 802-652-4636   |                |                                                                                    |
|                                       |                       |                |                |                |                                                                                    |
| Vermont Gas                           | Vermont Gas           | W 802-863-4511 | W 802-639-8081 | F 802-863-8872 | <a href="mailto:customerservice@vermontgas.com">customerservice@vermontgas.com</a> |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                                       |                              |                    |                      |                  |                         |
|-----------------------------------------------------------------------|------------------------------|--------------------|----------------------|------------------|-------------------------|
| Red Cross                                                             | Disaster Relief              | 855-891-7325       | General<br>Inquiries | 800-464-<br>6692 |                         |
| Mobile Telecom Utility                                                |                              |                    |                      |                  |                         |
| Utility - other                                                       |                              |                    |                      |                  |                         |
| <b>Shelters</b>                                                       |                              |                    |                      |                  |                         |
| <b>Primary Shelter</b><br>Champlain Elementary<br>School Contact      | Joe Resteghini<br>Principal  | C 802-383-<br>8449 |                      |                  |                         |
| Champlain Elementary<br>Alt Contact                                   | Janet Breen<br>Admin. Asst.  | C 802-598-<br>0670 |                      |                  |                         |
| <b>Alt. Shelter</b><br>Sustainability<br>Academy at Barnes<br>Contact | Nina Oropeza<br>Principal    | C 802-343-<br>6607 |                      |                  |                         |
| Sustainability<br>Academy at Barnes<br>Alt Contact                    | Monica Gragg<br>Admin. Asst. | C 802-598-<br>0670 |                      |                  |                         |
| <b>Alt. Shelter</b><br>C.P. Smith School<br>Contact                   | Len Phelan                   | C 802-355-<br>7414 |                      |                  |                         |
| C.P. Smith School<br>Alt. Contact                                     | Nancy Winn                   |                    |                      |                  |                         |
| <b>Health Centers</b>                                                 |                              |                    |                      |                  |                         |
| Community Health<br>Centers of Burlington                             | 617 Riverside<br>Ave.        | 802-864-6309       |                      |                  |                         |
| Spectrum Youth<br>Center                                              | 179 Pearl St.                | 802-52-1080        | 802-864-7423         |                  |                         |
| Safe Harbor Health<br>Center                                          | 184 S.<br>Winooski Ave.      | 802-864-6309       |                      |                  |                         |
| Planned Parenthood                                                    | 173 St. Paul<br>St.          | 802-863-6326       |                      |                  |                         |
| UVM Medical Center                                                    |                              | 802-847-0000       |                      |                  |                         |
|                                                                       |                              |                    |                      |                  |                         |
| Mental Health Services                                                | Howard<br>Services           | 802-488-6000       |                      |                  | hcinfo@howardcenter.org |
| Home Health Services                                                  |                              |                    |                      |                  |                         |
| <b>Nursing Homes</b>                                                  |                              |                    |                      |                  |                         |
| Birchwood Nursing<br>Home                                             | 43 Starr Farm<br>Rd.         | 802-863-6384       |                      |                  |                         |
| Burlington Health and<br>Rehab                                        | 300 Pearl St.                | 802-658-4200       |                      |                  |                         |
| Elderwood at<br>Burlington                                            | 98 Starr Farm<br>Rd.         | 802-658-6717       |                      |                  |                         |



## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                  |                                  |                       |  |  |  |
|----------------------------------|----------------------------------|-----------------------|--|--|--|
| <b>Assisted Living</b>           |                                  |                       |  |  |  |
| Cathedral Square Assisted Living | 3 Cathedral Sq                   | 802-863-1479          |  |  |  |
| Converse Home                    | 272 Church St.                   | 802-862-0401          |  |  |  |
| Ethan Allen Residence            | 1200 North Ave                   | 802-658-1573          |  |  |  |
| St. Joseph's Home                | 243 N. Prospect St.              | 802-864-0264          |  |  |  |
| <b>Residential Care Homes</b>    |                                  |                       |  |  |  |
| Atwood House                     | 1132 Pine St                     | 802-863-0056          |  |  |  |
| Lakeview Community Care Home     | 322 St. Paul St                  | 802-488-7033          |  |  |  |
| Pennington House                 | 1822 North Ave                   | 802-863-3231          |  |  |  |
| <b>Housing</b>                   |                                  |                       |  |  |  |
| 10 North Champlain               | Burlington Housing               | 802-658-1750          |  |  |  |
| 101 College St                   | Burlington Housing               | 802-658-1750          |  |  |  |
| 113 Elmwood Ave                  | Joseph's House                   | 802-951-4290          |  |  |  |
| 214 North Prospect Street        | Fern Hill Housing                | 802-658-6442          |  |  |  |
| 230 St. Paul St                  | Burlington Housing               | 802-658-1750          |  |  |  |
| 262 South Prospect Street        | Ruggles House                    | 802-859-8862          |  |  |  |
| 29 North Champlain               |                                  |                       |  |  |  |
| 300 Flynn Ave                    | Howard Center                    | 802-488-6969          |  |  |  |
| 43 Elmwood Ave                   | McKenzie House                   | 802-658-5000          |  |  |  |
| 72 Heineberg                     | Heineberg Senior Housing         | 802-859-8852          |  |  |  |
| 95 North Ave                     |                                  |                       |  |  |  |
| <b>Senior Housing</b>            | 55+ or tenants with disabilities | Total number of units |  |  |  |
| Cathedral Square Assisted Living | 3 Cathedral Square               | 108                   |  |  |  |
| Champlain Apartments             | 10 North Champlain St            | 50                    |  |  |  |
| The Converse Home                | 272 Church St                    | 66                    |  |  |  |
| Decker Towers Apartments         | 230 St. Paul St                  | 160                   |  |  |  |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                        |                             |                        |  |  |  |
|--------------------------------------------------------|-----------------------------|------------------------|--|--|--|
| Fern Hill Apartments                                   | 214 No. Prospect St         | 60                     |  |  |  |
| Heineberg Senior Housing                               | 72 Heineberg Rd             | 82                     |  |  |  |
| Juniper House                                          | 35 Cambrian Way             | 70                     |  |  |  |
| McAuley Square                                         | 110, 130, 140 Mansfield Ave | 74                     |  |  |  |
| McKenzie House                                         | 43 Elmwood Ave              | 41                     |  |  |  |
| Ruggles House                                          | 262 South Prospect St       | 14                     |  |  |  |
| Saint John's Hall                                      | 184 Elmwood Ave             | 22                     |  |  |  |
| South Square                                           | 101 College St              | 65                     |  |  |  |
| Thayer House                                           | 1197 North Avenue           | 69                     |  |  |  |
| <b>Housing restricted to tenants with disabilities</b> |                             | Total number of units  |  |  |  |
| Arroway                                                | 41 Spruce St                | 7                      |  |  |  |
| Dismas House                                           | 96 Buell St                 | 7                      |  |  |  |
| Howard MH Group Home                                   | 72 No. Winooski Ave         | 7                      |  |  |  |
| Monroe Place                                           | 29 No. Champlain St         | 15                     |  |  |  |
| Pennington House                                       | 1822 North Ave              | 6                      |  |  |  |
| Shelter Plus Care                                      | 20 So. Willard St           | 6                      |  |  |  |
| South End Community Housing                            | 336 St. Paul St             | 6                      |  |  |  |
| <b>Supportive Housing for Homeless</b>                 | **Not Shelters              | Total numbers of units |  |  |  |
| 95 North Avenue                                        | 95 North Ave                | 14                     |  |  |  |
| Branches                                               | 222 North St                | 6                      |  |  |  |
| Dettman Place                                          | 36 King St                  | 14                     |  |  |  |
| Housing for Homeless Youth                             | 141 Maple St                | 9                      |  |  |  |
| St. John's Hall                                        | 184 Elmwood Ave             | 22                     |  |  |  |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                               |                                     |                               |              |                |                                                                                                                                                               |
|-----------------------------------------------|-------------------------------------|-------------------------------|--------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sarah Cole House – Housing for Homeless Women | 415 So. Union St.                   | 12                            |              |                |                                                                                                                                                               |
| Shelter Plus Care                             | 20 So Willard St.                   | 6                             |              |                |                                                                                                                                                               |
| <b>Congregate Affordable Housing</b>          | <b>Can be Found at:</b>             |                               |              |                | <a href="https://www.housingdata.org/find-rental-housing?term_node_tid_depth=579">https://www.housingdata.org/find-rental-housing?term_node_tid_depth=579</a> |
| <b>Child Care</b>                             | See Attached Vulnerable Populations |                               |              |                |                                                                                                                                                               |
|                                               |                                     |                               |              |                |                                                                                                                                                               |
|                                               |                                     |                               |              |                |                                                                                                                                                               |
| Mobile Home Park                              |                                     |                               |              |                |                                                                                                                                                               |
| Local Community Service Org                   |                                     |                               |              |                |                                                                                                                                                               |
| Local Community Service Org                   |                                     |                               |              |                |                                                                                                                                                               |
| ATV or Snowmobile Club                        |                                     |                               |              |                |                                                                                                                                                               |
| Town Bank Contact                             |                                     |                               |              |                |                                                                                                                                                               |
| 24 Hour Fuel                                  |                                     |                               |              |                |                                                                                                                                                               |
| Predesignated Contractor                      |                                     |                               |              |                |                                                                                                                                                               |
| Local Contractor                              |                                     |                               |              |                |                                                                                                                                                               |
| Local Contractor                              |                                     |                               |              |                |                                                                                                                                                               |
| Local Building Supply                         | Curtis Lumber                       | 315 Pine St                   | 802-651-6500 |                |                                                                                                                                                               |
| Equipment Rental Center                       |                                     |                               |              |                |                                                                                                                                                               |
| Meals on Wheels Age Well                      |                                     | 800-642-5119<br>M-F 0830-1630 | 802-865-0360 | F 802-865-0363 |                                                                                                                                                               |
| Local Food Vendor or Prep                     |                                     |                               |              |                |                                                                                                                                                               |
| Outdoor Club/Scout Troop                      |                                     |                               |              |                |                                                                                                                                                               |
| High School Student Group                     |                                     |                               |              |                |                                                                                                                                                               |
| Local College Resource                        |                                     |                               |              |                |                                                                                                                                                               |
| Animal Shelter / Kennel                       |                                     |                               |              |                |                                                                                                                                                               |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                                                                  |                                |                  |                |                |                                                                                    |
|------------------------------------------------------------------|--------------------------------|------------------|----------------|----------------|------------------------------------------------------------------------------------|
| Disaster Animal Rescue Team (DART)                               |                                |                  |                |                |                                                                                    |
|                                                                  |                                |                  |                |                |                                                                                    |
| <b>Adjacent Municipalities</b>                                   |                                |                  |                |                |                                                                                    |
| South Burlington EOC                                             | Steven Locke                   | 802-356-1376     |                |                | <a href="mailto:slocke@southburlingtonvt.gov">slocke@southburlingtonvt.gov</a>     |
| South Burlington EMD                                             | Terry Francis                  |                  |                |                |                                                                                    |
| Colchester EMD                                                   | Seth Lasker                    | 802-316-1722     |                |                |                                                                                    |
| Colchester EOC                                                   | Colchester PD                  | 802-264-5555     |                |                |                                                                                    |
| Winooski EMD                                                     |                                | 802-655-6410 X23 |                |                |                                                                                    |
| Winooski EMC                                                     | John Audy - Fire Chief         | W 802-655-6420   | M 802-373-7891 |                |                                                                                    |
| Shelburne Town Clerk                                             | Diana Vachon                   | 802-985-5116     |                |                |                                                                                    |
|                                                                  |                                |                  |                |                |                                                                                    |
| <b>STATE/FEDERAL Partners</b>                                    |                                |                  |                |                |                                                                                    |
| State Emergency Operations Center (SEOC)                         | 45 State Dr. Waterbury VT      | 800-347-0488     | 802-244-8721   |                |                                                                                    |
| VTTrans District 5 Acting District Transportation Admin.         | Ernie Patnoe                   | 802-655-1580     | F 802-655-6642 |                | <a href="mailto:ernie.Patnoe@vermont.gov">ernie.Patnoe@vermont.gov</a>             |
| Vermont Dept. of Health                                          |                                | 802-863-7200     | 800-464-4343   | F 802-865-7754 |                                                                                    |
| State Haz-Mat                                                    | Patrick McLaughlin             | 800-641-5005     | M 802-585-4468 |                | <a href="mailto:Patrick.McLaughlin@vermont.gov">Patrick.McLaughlin@vermont.gov</a> |
| State USAR                                                       | Mike Cannon                    | 800-347-0488     | M 802-363-2560 |                | <a href="mailto:Michel.cannon@vermont.gov">Michel.cannon@vermont.gov</a>           |
| VT DPS Fire Safety Office                                        | William Brown Regional Manager | 802-879-2300     | 800-366-8325   | F 802-879-2312 | <a href="mailto:William.Brown@vermont.gov">William.Brown@vermont.gov</a>           |
| Agency of Natural Resources                                      | Spill Reporting                | 802-828-1138     | 800-641-5005   |                |                                                                                    |
| ANR River Engineer                                               | Chris Brunelle                 | 802-777-5328     |                |                | <a href="mailto:Chris.Brunelle@vermont.gov">Chris.Brunelle@vermont.gov</a>         |
| ANR Floodplain Manager                                           | Rebecca Pfeiffer               | 802-490-6157     |                |                | <a href="mailto:Rebecca.Pfeiffer@vermont.gov">Rebecca.Pfeiffer@vermont.gov</a>     |
| ANR Dam Engineer                                                 | Ben Green                      | 802-622-4093     |                |                | <a href="mailto:Benjamin.Green@vermont.gov">Benjamin.Green@vermont.gov</a>         |
| VT Dept. of Forests, Parks, and Recreation Essex Regional Office | Ethan Tapper-County Forester   | 802-879-6565     | 802-585-9099   | F 802-878-5192 | <a href="mailto:Ethan.tapper@vermont.gov">Ethan.tapper@vermont.gov</a>             |

## Enclosure 1 (Contact Information)

April 2023

City of Burlington, VT

Local Emergency Management Plan

|                              |                                |                        |                |              |                                                                                  |
|------------------------------|--------------------------------|------------------------|----------------|--------------|----------------------------------------------------------------------------------|
| Regional Planning Commission | Chittenden County RPC          | 802-846-4490           | F 802-846-4494 |              | <a href="mailto:connect@ccrpcvt.org">connect@ccrpcvt.org</a>                     |
| Railroad Contact             | Vermont Railway Inc.           | Emergency 888-265-2735 | 802-862-2503   |              | <a href="mailto:vrscustomerservice@vrs.us.com">vrscustomerservice@vrs.us.com</a> |
| U.S. Coast Guard             | Coast Guard Station Burlington | Emergency 802-864-6791 | F 802-951-6793 | 802-951-6792 |                                                                                  |
| U.S. Forest Service          |                                |                        |                |              |                                                                                  |
|                              |                                |                        |                |              |                                                                                  |

## Enclosure 2 (Emergency Operations Center)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** The Emergency Operations Center (EOC) is an organization that coordinates information, support, and response across the municipality for Incident Commanders and government officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.

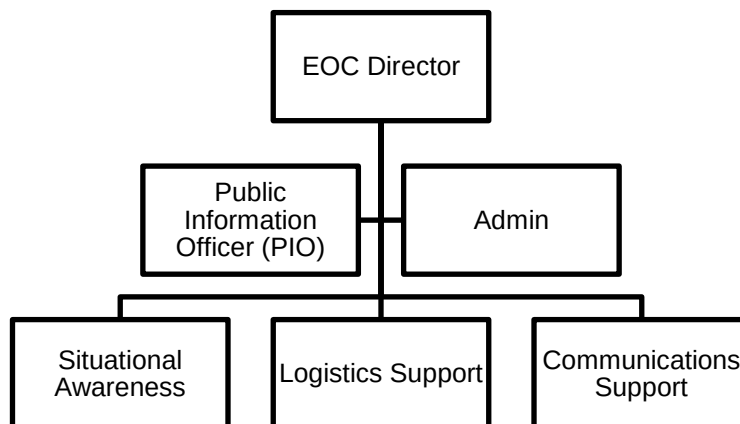
1.1. In some cases, the EOC coordinates support for one or more ICs (for example, during an ice storm the Road Foreman may be clearing roads while the Fire Chief is fighting a fire). In that case, the EOC may request information and provide or prioritize resources, but the EOC should never direct tactical operations.

1.2. In some cases, typically during recovery or long-running, low threat incidents like pandemics or extended power outages, the EOC Director may be the Incident Commander for town-wide efforts. In that case, the EOC acts as the municipal Incident Command Post (ICP) and may direct tactical operations.

### 2. **EOC Organizational Structure:**

This is the preferred operating structure for the City of Burlington EOC. If circumstances dictate though there is the opportunity to deviate from this model.

2.1. This is the preferred operating structure for MUNICIPALITY.



## Enclosure 2 (Emergency Operations Center)

April, 2022

City of Burlington

Local Emergency Management Plan

2.2. These are the functions of the positions within the preferred operating structure above. Depending on the specific emergency and staff available, positions and functions may be combined or subdivided.

| Position                          | Job Description                                                                                                                                                                                                              |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>EOC Director</i>               | <i>- Supervises and directs all EOC activities coordinating municipal support and response</i>                                                                                                                               |
| <i>Public Information Officer</i> | <i>- Coordinates all messaging with Incident Commander(s)<br/>- Produces and posts public information and press releases<br/>- Monitors public media for useful information and to correct inaccurate reports</i>            |
| <i>Admin</i>                      | <i>- Maintains operations log<br/>- Supports incident commanders in documenting expenses for reimbursement</i>                                                                                                               |
| <i>Situational Awareness</i>      | <i>- Updates status board and map<br/>- Tracks and answers any Requests For Information (RFI) from Incident Commander(s) and town officials</i>                                                                              |
| <i>Logistics Support</i>          | <i>- Tracks and coordinates fulfillment of any Requests For Support (RFS) from Incident Commander(s)<br/>- Provides resources for the EOC itself (e.g. coffee, food, sleeping areas, batteries, fuel for generator, ...)</i> |
| <i>Communications Support</i>     | <i>- Staffs phones and radio</i>                                                                                                                                                                                             |

### 3. Primary EOC Facility.

1. Burlington Police Department, 1 North Avenue, Burlington VT
2. Phone Number(s): 802-658-2704 (Public)
3. Mobile service available / provider: Verizon good, AT&T good
4. EOC risk factors: Lack of separation from public highway
5. Facility Contact: City of Burlington Police Chief
6. Access: Access will be coordinated through Burlington Police Department
7. Internet: Redundant System in Place – Access information needs to be provided
8. Available Equipment:
  - i. Landline telephones
  - ii. Projector

## Enclosure 2 (Emergency Operations Center)

April, 2022

City of Burlington

Local Emergency Management Plan

- iii. Copy Machine
  - iv. Base Radio
- 9. Equipment needed (and where it is / who has it):
  - i. Employees working within the EOC are expected to bring their own computer devices
  - ii. Cellular phones
- 10. Backup power / instructions: redundant back-up power is present on site
- 11. Layout: Layout diagrams and design are maintained by Burlington Police Department

### 4. **Alternate EOC Facility.**

- 1. Burlington Electric Dept. 585 Pine St. Burlington VT
- 2. Phone Number(s): 802-865-7300
- 3. Mobile service available / provider: *Verizon good, AT&T good*
- 4. EOC risk factors:
- 5. Facility Contact:
- 6. Access: Access is available with Knox Box, however should be coordinated through BED
- 7. Internet:
- 8. Available Equipment:
- 9. Equipment needed (and where it is / who has it):
- 10. Backup power / instructions:
- 11. *Layout:*



# Enclosure 3 (NIMS Typed Resources)

April, 2022

City of Burlington, VT

Local Emergency Management Plan

1. **Concept**: The Emergency Operations Center (EOC) can coordinate resource support for Incident Commander(s). The municipality should **use municipal resources, mutual aid agreements, and local purchases first** to get resources for response as needed and available. The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.

## 1.1. State support that is usually at no cost to the municipality:

- Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)
- Vermont Urban Search and Rescue (USAR, VT-TF1)
- Vermont State Police and Special Teams
- Community Emergency Response Teams (CERTs)
- Swift water Rescue Teams
- Regional Shelter Support
- State government agency expertise / services
- Federal response agency expertise

## 1.2. State support the municipality will normally eventually have to pay for:

- Supplies and equipment (including sandbags)
- VTrans Equipment and Personnel
- Vermont National Guard Support

1.3. The state may be able to provide resources at no expense, and in major disasters there may be state and federal funds available to help defray expenses, but **normally municipalities are responsible for paying for emergency response costs**. *When requesting resources through the SEOC, the SEOC will ask if local resources have been exhausted; if so, the SEOC will help find sources from which the municipality can buy or contract for supplies or the SEOC may coordinate supplies and other resources for the municipality if the timing and cost is acceptable.*

## Enclosure 3 (NIMS Typed Resources)

April, 2022

City of Burlington, VT

Local Emergency Management Plan

### 2. **Emergency Purchasing:**

2.1. **Authority:** The EOC is bound by the Cities purchasing policy and there is no ability to deviate from the same. Emergency purchases must be approved by the City Council.

2.2. **Processes:** Working with the Mayor and the Chief Administrative Office (CAO) the EMD would request that City Council waive or amend the purchasing policy as needed for emergency purchasing.

### 3. **Businesses with Standing Municipal Contracts:**

The City of Burlington conducts business with a variety of vendors and has accounts existing within the Cities accounting software.

### 4. **Other Local Resources:**

The City of Burlington conducts business with a variety of vendors and has accounts existing within the Cities accounting software.

# Enclosure 3 (NIMS Typed Resources)

April, 2022

City of Burlington, VT

Local Emergency Management Plan

## 5. National Incident Management System (NIMS) Typed Resources\*.

| Type                                                    | I | II | III | IV | Other | Type                                                | I | II | III | IV | Other |
|---------------------------------------------------------|---|----|-----|----|-------|-----------------------------------------------------|---|----|-----|----|-------|
| Critical Incident Stress Management Team                |   |    |     |    |       | Hydraulic Excavator, Large Mass Excavation          |   |    |     |    |       |
| Mobile Communications Center                            |   |    |     |    |       | Hydraulic Excavator, Medium Mass Excavation         |   |    |     |    |       |
| Mobile Communications Unit                              |   |    |     |    |       | Hydraulic Excavator, Compact                        | 1 |    |     |    |       |
| All-Terrain Vehicles                                    |   |    |     | 5  |       | Road Sweeper                                        | 1 |    | 1   |    |       |
| Marine Vessels                                          |   |    |     | 1  | 1     | Snow Blower, Loader Mounted                         |   |    |     |    |       |
| Snowmobile                                              |   |    |     |    |       | Track Dozer                                         |   |    |     |    |       |
| Public Safety Dive Team                                 |   |    |     |    |       | Track Loader                                        |   |    |     |    |       |
| SWAT/Tactical Team                                      |   |    |     | 1  |       | Trailer, Equipment Tag-Trailer                      |   | 2  | 4   |    |       |
| Firefighting Brush Patrol Engine                        |   |    |     |    |       | Trailer, Dump                                       |   |    |     |    |       |
| Fire Engine (Pumper)                                    | 4 |    |     |    |       | Trailer, Small Equipment                            |   | 2  | 4   |    |       |
| Firefighting Crew Transport                             |   |    |     |    |       | Truck, On-Road Dump                                 |   | 3  | 10  | 8  |       |
| Aerial Fire Truck                                       | 3 |    |     |    |       | Truck, Plow                                         | 1 | 10 | 4   | 11 |       |
| Foam Tender                                             |   |    |     |    |       | Truck, Sewer Flusher                                |   | 2  |     |    |       |
| Hand Crew                                               |   |    |     |    |       | Truck, Tractor Trailer                              |   |    |     |    |       |
| HAZMAT Entry Team                                       |   |    |     |    |       | Water Pumps, De-Watering                            |   |    |     |    |       |
| Engine Strike Team                                      |   |    |     |    |       | Water Pumps, Drinking Water Supply - Auxiliary Pump |   |    |     |    |       |
| Water Tender (Tanker)                                   |   |    |     |    |       | Water Pumps, Water Distribution                     |   |    |     |    |       |
| Fire Boat                                               |   |    |     |    |       | Water Pumps, Wastewater                             |   |    |     |    |       |
| Aerial Lift - Articulating Boom                         |   |    |     | 1  |       | Water Truck                                         |   |    |     |    |       |
| Aerial Lift - Self Propelled, Scissor, Rough Terrain    |   |    |     |    |       | Wheel Dozer                                         |   |    |     |    |       |
| Aerial Lift - Telescopic Boom                           |   |    |     |    |       | Wheel Loader Backhoe                                | 3 |    |     |    |       |
| Aerial Lift - Truck Mounted                             |   |    | 3   | 1  |       | Wheel Loader, Large                                 |   |    |     |    |       |
| Air Compressor                                          |   |    |     | 2  |       | Wheel Loader, Medium                                |   |    |     |    |       |
| Concrete Cutter/Multi-Processor for Hydraulic Excavator |   |    |     |    |       | Wheel Loader, Small                                 | 2 |    | 1   |    |       |
| Electronic Boards, Arrow                                |   |    |     |    |       | Wheel Loader, Skid Steer                            |   |    | 1   |    |       |
| Electronic Boards, Variable Message Signs               | 6 |    |     |    |       | Wheel Loader, Telescopic Handler                    |   |    |     |    |       |
| Floodlights                                             | 1 |    |     |    |       | Wood Chipper                                        | 2 |    |     |    |       |
| Generator                                               |   |    |     |    |       | Wood Tub Grinder                                    |   |    |     |    |       |
| Grader                                                  |   |    |     |    |       |                                                     |   |    |     |    |       |

\*Information about the NIMS Typed resources can be found at: <https://rslt.preptoolkit.fema.gov>

## Enclosure 4 (Public Information and Warning)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** During any significant emergency, the Emergency Operations Center (EOC) and Incident Command Posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.

2. **Public Information Officer (PIO) Coordination:** The EOC Director will appoint a PIO and coordinate that activity directly or through the Cities Communications Specialist. While the EOC is operational, there will be only one PIO and press releases will come through the EOC. Efforts will be coordinated with the IC's to provide specific and accurate information.

### 3. **Releasing Public Information:**

**3.1. Emergency Notifications:** The VT-Alert notification system can send phone messages to all landlines in an area, and phone calls, text messages, and emails to people who have registered for them. Alerts through VT-Alert will be published by the EOC PIO and or Communications Specialist and approved by the EMD prior to release. *To send a notification, pass the message and target area to the State Emergency Operations Center (800-347-0488).*

**3.2. Current Information:** The PIO will post all official municipal emergency news to the Cities web site/Facebook page/email list as soon as possible. The main City website/Facebook page should only contain current, accurate information - the PIO will remove or archive old or erroneous information. *Public notice sites for non-phone/internet information will be posted at the city clerk's office, the Fletcher Free Library, and the Department of Public Works bulletin boards, as is consistent with the cities posting of warned meetings.*

**3.3. Press Releases:** The PIO will publish press releases as required.

**3.4. Media Inquiries and Interviews:** The PIO will answer any media inquiries and coordinate, if not give, any media interviews.

**3.5. Media Corrections:** When possible, the PIO will correct inaccurate information in news and social media by ensuring the town web site has the correct information,

## Enclosure 4 (Public Information and Warning)

April, 2022

City of Burlington

Local Emergency Management Plan

and then as soon as possible notifying the inaccurate source (e.g. by posting a comment, calling, sending an email, etc. along with a link to the cities website).

4. Monitoring Public Information: The PIO will monitor traditional news sources along with social medial and email sources of information. *These sources include local television stations, (WCAX, WPTZ, WFFF, WVNY) Local Radio Stations including but not limited to (WEZF 92.9, WOKO 98.9, WVMT 960, WDEV 550). Social Media sources such as Twitter and Facebook will be monitored.*
5. Vermont 2-1-1: To coordinate for Vermont 2-1-1 to give out information during a local or regional emergency, call 2-1-1 directly and pass on the critical information. 2-1-1 will pass that information on to any residents who call.

5.1. United Ways of Vermont operates the Vermont 2-1-1 system: The system provides information and referral services to the people of Vermont in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.

5.2. In a major state emergency: the State Emergency Operations Center will coordinate with 2-1-1 to provide and collect general information and will also coordinate directly with affected governments to pass along key local information, both to and from 2-1-1, depending on the emergency.

5.3. 2-1-1 is always available (24-7-365) to provide general information and referral services: - it is not just for emergencies. Individuals contact 2-1-1 by dialing 211 from a phone within Vermont, calling 1-866-652-4636 (toll free within Vermont), or (802) 652-4636 (from outside of Vermont). While 211 is the preferred number, the other numbers are useful if there are emergency issues with phone exchanges or when using a mobile phone that is reaching a tower outside of Vermont.

## Enclosure 5 (Vulnerable Populations)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** During a long duration emergency, the Emergency Operations Center (EOC) may need to monitor the needs of and coordinate support for vulnerable populations. The EOC will determine whether vulnerable populations may be at risk, identify individual needs, and monitor their status until normal services are restored. In many cases support for vulnerable populations may be reason to open or continue an EOC, even after initial response operations have ended.
2. **Risk Determination:** An Incident Commander determines whether vulnerable populations may be at risk based on the emergency and its potential impact on local residents. For example, closed and damaged roads may prevent people from getting food and medicines, and home medical equipment may not work during power outages, but even major flooding that only affects a limited area may not present any significant problems to vulnerable residents.
3. **Identification:** Vulnerable populations are identified ahead of time through identified care facilities, assisted living establishments, State licensed/registered child care facilities, educational facilities, and through the Burlington Electric Department Emergency Contact List of energy dependent residents within their service area.
4. **Contact and Monitoring:** Outreach efforts will take place early into an event focusing on neighborhoods affected first. A list will be established showing most recent contact and status of the residents. Contact should be continually made every 24 hours or more throughout the event.
5. **Organizations and Facilities that Serve Vulnerable Populations:** The following organizations routinely work with people who may have short or long term special needs.
  - CARE (Citizen Assistance Registration for Emergencies) - database of people who may need special help during an emergency, available through Williston VSP Public Safety Answering Point (PSAP)
  - Meals on Wheels- Delivery of hot, homemade food to people of Burlington, South Burlington, Winooski, Shelburne, Charlotte, and parts of Colchester.
  - Visiting Nurses Association – Home health agency caring for people of all age groups with all sorts of medical needs.
  - Burlington Electric Dept. (BED) – maintains “Life Support” customers list

## Enclosure 6 (Sheltering and Care)

April, 2022

City of Burlington

Local Emergency Management Plan

1. **Concept:** During some emergencies, the Emergency Operations Center (EOC) will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.

2. **Spontaneous Sheltering:** If there is no local shelter available:

- Determine the approximate number of people who need sheltering.
- Call the State EOC / Watch Officer at 800-347-0488 and request support.
- Track the status of residents who need shelter until their situation stabilizes.

**2.1. Temporary Lodging:** When small numbers of people are displaced by disasters, the American Red Cross (ARC) and Vermont Agency of Human Services, Economic Services Division (ESD) can provide temporary lodging in hotels or motels.

**2.2. Regional Shelters:** In major emergencies, the state will work with the American Red Cross to open regional overnight shelters for large numbers of displaced people.

3. **Daytime Shelters:** Daytime shelters will be established in facilities pre-designated by the American Red Cross and are dependent upon the location and determined needs within the City. See Enclosure 1

4. **Overnight Shelters:** Within the City of Burlington, the American Red Cross runs the shelters and has several pre-designated shelters. The Agreed upon Primary Shelter is:

**4.1. Champlain Elementary School.**

- Address: Pine Street, Burlington VT
- Facility Contact: Principal, Joe Resteghini
- Phone: 802-383-8449
- Activation:
- Shelter Manager: American Red Cross
- Staff Required:
- Capacity: 187
- Generator:
- Pets:
- Services:

## Enclosure 6 (Sheltering and Care)

April, 2022

City of Burlington

Local Emergency Management Plan

- Agreement Summary: Memorandum of Agreement between ARC and School, 2019



**Resolution Relating to**

**ADOPTION OF UPDATED LOCAL EMERGENCY  
MANAGEMENT PLAN**

**RESOLUTION 5.32**

Sponsor(s): Councilors: Barlow,  
Bergman  
Introduced: 04/17/23  
Referred to: \_\_\_\_\_  
Action: adopted  
Date: 04/17/23  
Signed by Mayor: 04/26/23

**CITY OF BURLINGTON**

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

That WHEREAS, Local Emergency Management Plans are required by the Vermont Department of  
Emergency Management to be updated and submitted to Regional Planning Commissions after Town Meeting  
Day on an annual basis; and  
WHEREAS, the Local Emergency Management Plan is an important planning document that is used at  
the Local and State level to contact and coordinate local resources to address a full spectrum of needs in an  
emergency; and  
WHEREAS, the City of Burlington Emergency Management Director Michael LaChance has worked  
to ensure that the Local Emergency Management Plan contains up to date information; and  
WHEREAS, this update is consistent with the format recommended by the Vermont Department of  
Emergency Management;  
NOW, THEREFORE, BE IT RESOLVED that the City of Burlington officially approves the 2023 –  
2024 City of Burlington Local Emergency Management Plan.

\* \* \* \* \*

**DISTRIBUTION:**

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

Fire Chief LaChance

ORIGINAL

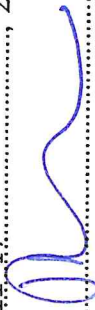
**RESOLUTION RELATING TO**

Adoption Of Updated Local Emergency Management Plan

.....  
.....

**Adopted by the City Council**

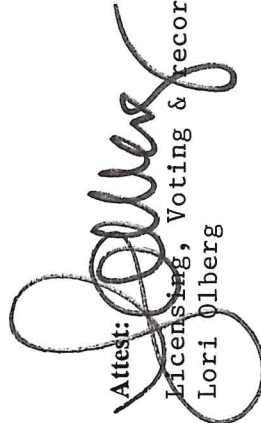
April 17....., 20 23.....

..... Clerk

Approved April 26....., 20 23.....

..... Mayor

Vol. ...., Page .....

Attest:  
  
Licensing, Voting & Records Coordinator  
Lori Olberg

\* \* \* \* \*

Madame President, Mayor, and Councilors,

Thank you for the opportunity to provide comments to the Council this evening regarding Burlington's housing crisis.

Since my comments focus on home, and therefore land, ownership I would like to start out with a land acknowledgment. The City of Burlington, and the entirety of its housing stock, is located upon unceded territory, stolen from Indigenous Abenaki people and settled without consent. As we reckon with the existing housing crisis, I encourage the City of Burlington to consider how best to utilize municipal land, and resources to purchase undeveloped land, in a manner that actively addresses the harm done to Native communities and provides a vehicle for healing in a form desired by those very communities. If not yet started, I would ask that Burlington communicate with the [State recognized tribes](#) and organizations such as the [Northeast Farmers of Color Land Trust](#) to best understand the appropriate efforts those communities desire from Municipalities such as ours.

As mentioned above, I am providing these comments to discuss a local crisis which is part of a nearly ubiquitous statewide and national trend, that of housing. While robust and diverse types of housing are needed to address this crisis, my comments tonight focus specifically on single-family, duplex, and triplex housing.

The term "housing crisis" has been used by [Governor Scott](#), [State Legislators](#), and by Mayor Weinberger in his March 21<sup>st</sup> commentary "[Vermont's Housing Crisis Demands Structural Reform](#)". This focus on the housing crisis is paramount to Vermonters ability to thrive, and I applaud the Mayor's recognition of this reality. However, his commentary fails to address a crucial component of this issue.

While "demand" shows up in the title of Mayor Weinberger's commentary, his sole focus is on the supply side of the housing shortage. He's not alone in this narrow focus. Both Governor Scott and the Legislature are proposing solely supply-side fixes including efforts such as increased funding to construct new homes and the loosening of development restrictions. This supply-side focus of our housing crisis avoids half of the equation, that of housing demand from wealthy investors.

The mayor lauds the fact that Over 1,200 homes were built in Burlington between 2012 and 2020, however these properties are already part of the inventory which is, according to the publicly available "[22-23 Tax Book](#)", roughly 21% non-owner occupied. The 800 homes under construction and 200 planned to be under construction is a good start to tackling the supply side of the issue, however it's disingenuous to state that those efforts will result in 1,000 new housing units let alone *affordable* housing units. Using the existing ownership percentages from the Tax Book we can surmise that nearly a quarter of these will be investment owned bringing the true supply for owner-occupied homes closer to 820 units. A value we don't yet know is how many of those will come at or under [Chittenden County's 2022 median home price of \\$424,000](#).

A quick note, in 1960 the US median household income and medium home price (in 2023 dollars) were \$57,000 and \$121,000, respectively. This is a price-to-income ratio of 2.1. According to the [US Census Bureau](#), as of 2021, Burlington's median household income was \$68,000. With a current median home price of \$424,000, this brings us to a price-to-income ratio closer to 7.1. Compared to the average

American home buyer in 1960, Burlingtonians are facing a price-to-home ratio increase of 240%. It's worth repeating that since 1960 median household incomes have gone up 19%, while median home prices have gone up 250%. Yes, lack of housing supply is a part of this vast gulf we now have between incomes and home prices. What is undeniably a difference between 1960 and today is the purchase and permanent retention of this previously owner-occupied housing stock by the investor class.

In contrast to building more homes, simply by freeing up the currently lost housing stock owned by out-of-state investors (544 properties) along with out-of-Burlington investors (1,075 properties), we would gain over 1,600 residential properties which could be owner-occupied as opposed to investment rental properties. Not only that, but by disincentivizing non-owner-occupied investments by those individuals who are profiting off shelter, we would grow the pending supply of homes from 820 back to 1,000. A net increase of approximately 2,600 homes available for purchase by Burlingtonians which currently rent, and future Burlingtonians who would move here to purchase an owner-occupied home. Future Queen City residents who would live here, work here, shop here, bring their families here, attend our new high school, and start small businesses. Yet these prospective residents will never have the chance to be homeowners if we continue to allow wealthy investors to purchase, and retain, Burlington's limited housing stock.

The solution is simple yet, I fear, politically untenable. Burlington could choose to tax non-owner-occupied investment properties at a rate which would either A) force the investor to sell to an owner-occupied individual or B) drastically increase our tax revenue from those wealthy and privileged enough to profit off shelter.

This possibility isn't lost on State Staffers. In a [VT Digger Article](#) discussing increasing taxes on non-owner-occupied homes Jake Feldman, a senior fiscal analyst in the legislative Joint Fiscal Office, notes that "This past summer, we did take the time to look into whether any other jurisdictions were taxing second homes so we could see what definition they were using," Feldman said, "but we couldn't find any examples in this country." Let's pause on that statement. Vermont's Joint Fiscal Office looked nationwide for examples of municipalities strategically taxing non-owner-occupied homes and didn't find any.

When investors own homes which could otherwise be owner-occupied they directly benefit from a system that commodifies a human necessity. While some individuals may genuinely want to rent a single-family home, it's difficult to believe that 21% of the market would prefer to rent as opposed to owner-occupy their housing. For those that want to own a home but are unable to afford this "American Dream" they must instead rent from someone who has the excess funds to own more than one living space. With the supply side housing scarcity being what it is, when investors purchase the limited housing inventory (often in cash and waiving the need for a home inspection) that investor demand exacerbates the situation, furthering decreasing the opportunities for others to own a home while simultaneously increasing the profits the investor class can make off shelter.

It may have been easy to think of this problem as just that of wealthy destination enclaves such as Jackson Hole, where the working class has been [struggling to find housing](#) for years. Yet we can see the result of this sort of housing regime by looking no further than Stowe which has an epidemic of second family and rental homes. Seven Day's captures this reality in their article "[Nowhere to Go: Vermont's Exploding](#)

[Housing Crisis Hits Moderate Wage Earners](#)” and VTDigger continues the thread with their article [“People are turning down Vermont job offers because they cannot find housing”](#). These communities have become hamstrung by their own success and transmuted from a livable neighborhood to a place you either visit or have long commutes to work service industry jobs waiting on those who came to visit.

I thank the Council once again for their time. I’ve cited articles, noted statistics, and provided a myriad of numbers, all comprising the data laden structural core of my argument. That the City should address inequitable investor demand in concert with the supply side efforts proposed by the Mayor. While the numbers supporting my argument are powerful, it’s easy to forget that this issue isn’t just about numbers and citations. Each day we allow investment driven demand to diminish the housing stock available to aspiring homeowners that is one more day Burlingtonians who rent are not earning equity, one more day they lack the tie to a community that ownership brings, and one more day living in a space they know to be temporary with rents rising at the whims of an absentee investor. So, before I provide a list of recommended actions including items such as rent control, a non-owner-occupied property designation, and a strategic tax-rate increase, I want to share with the Council a quote which, though made through a comedic lens, succinctly gets to the tragic absurdity of this housing crisis.

In John Oliver’s recent [Last Week Tonight](#) episode discussing HOA’s he started the segment by noting the following. “Our main story tonight concerns home ownership. So, if you are under 35, honestly, this story isn’t for you. It’ll never be for you. You will never own a home. Sorry, that is the deal you made when you decided to be born after 1988.”

Thank you once again for your time,

James Sherrard Jr.

Burlington Resident

## Recommended Action Items for Consideration

- Have City staff perform a detailed analysis of the Tax Book as I have to confirm, or disprove, my findings that nearly a quarter of single-family, duplex, and triplex properties are non-owner occupied.
- Add a non-owner-occupied designation to all residential R1, R2, and R3 properties (single-family, duplex, triplex)
- Lock in rents on these properties (i.e. protect renters from an increased non-owner-occupied tax rate being passed on to renters)
- Increase the tax rate on those properties to a rate of 25% (a 22.7774% increase from the existing cumulative 2.1126% tax rate currently assigned to these properties).
  - If no investors sell their properties, this has the potential to increase the existing tax revenue from this property sector from roughly \$15 million dollars annually to \$177 million, a \$162 million dollar increase in revenue to the City, annually.
- Create a timeline for the new tax rate implementation which considers extenuating circumstances such as deferring the tax for properties which house;
  - Renters who have occupied their housing for 5+ years,
  - Renters at or below the poverty line,
  - Renters with children attending local schools, and
  - Individuals with disabilities who rent in these properties.
- For all properties lacking the above criteria (and additional criteria adopted by the Council), implement the tax rate on year 1. Consider implementing the tax rate increase at years 3 or 5 for the remaining properties.
- Additional exclusionary criteria could exist for properties owned by investors which can prove they only own a single investment property.
- Use the increased revenue generated by this non-owner-occupied tax increase to reduce owner-occupied tax rates, reduce commercial tax rates to incentivize business creation, invest in pending infrastructure upgrades (i.e. BHS, WWTF's), and purchase undeveloped land which can be returned to the Native Communities from which it was taken.

## Additional Resources

- Brave Little State's (VPR Podcast) episode titled [How can Vermont solve its housing crisis?](#) is a great 30 minute summary of the Vermont housing crisis.
  - o *"As he recounted recently on Vermont Public Radio's "Brave Little State" program, Ament obtained decades' worth of sales data to track how many homes in Burlington sold to an entity with "Inc.," "Corp." or "LLC" in its name. Just 2.7 percent of Queen City homes sold in 1999 met the criteria, he told Seven Days. By 2021, that figure had increased to 19 percent, or nearly one in five homes."* This is a little redundant as it's in the podcast as well, but it does nicely summarize the demand side of the issue. If 1 in 5 Burlington homes were owned by corporations in 2021 we know that that number has only grown during the pandemic buying frenzy.
- This [article in Seven Days](#) covers a variety of issues, but I'd like to call out two excerpts that I feel capture this supply/demand issue.
  - o *"Scott, meanwhile, had previously proposed a program to encourage the construction of modestly priced single-family homes, which, he said, are "practically nonexistent." He's proposed a \$15 million pilot to be run by VHFA."* Governor Scott is correct, modestly priced single-family homes are nonexistent. However, this, and the other housing efforts I am aware of in Vermont focus solely on the supply side.
- Another article that captures this reality is from this past July from Pew Trusts. The headline of that article really says it all with "Investors Bought a Quarter of Homes Sold Last Year, Driving Up Rents". Unfortunately, it is undeniable that this is also happening in Burlington/Chittenden County in a substantial way.
  - o <https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2022/07/22/investors-bought-a-quarter-of-homes-sold-last-year-driving-up-rents>
- The Frequency podcast (I never miss listening to Vermont Public's daily podcast) talked about how Brattleboro is working on building more homes and changing zoning laws to encourage the creation of new homes out of underutilized existing structures. As discussed above, these are important measures, but they only address the supply side of this crisis and not the demand side
  - o Vermont Public - The Frequency: 9/30/22 Episode:  
<https://www.vermontpublic.org/podcast/the-frequency-daily-vermont-news/2022-09-30/we-can-use-this-crisis>



CITY COUNCIL ACCOUNTABILITY LIST

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

Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator

13-Apr-23

| Meeting Date | Type of Document                                                                                                                                                                                                                  | Action Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17/12/2021   | Resolution: Parks Arts And Culture Committee To Create A Dog Task Force                                                                                                                                                           | report due back to the City Council from the task force                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 210/18/2021  | Resolution: Raising The Authorized Sworn Headcount Of The Burlington Police Department Per The Recommendation Of The Full Operational And Functional Assessment By CNA And A Plan For Reviewing All Recommendations In The Report | initial report back to the full Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 310/18/2021  | Resolution: Police Oversight And Accountability Authorities To Police Commission To Alter The Police Disciplinary System                                                                                                          | 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.                                                                  |
| 411/8/2021   |                                                                                                                                                                                                                                   | Formation of a special AdHoc committee to gather public testimony on the recent reappraisal, postenal changes to the current process, charted with a full review and recommendations and a report to the full Council in June 2022; beginning in January 2022, CDNR to review city's revenue raising options and tax burden, CEDO hiring a consultant in consutation with CDNR to analyze Burlington's tax system, with a report upon completion and review of impacts on housing affordability, business development or growth in the city. |
| 512/5/2022   | Communication: Pike Porter, re: Fw: Greenhouse Gas, CAP resolution draft for your consideration                                                                                                                                   | referred to TEUC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 62/6/2023    | Ordinance: Comprehensive Development Ordinance ZA-23-01 South End Innovation District Overlay                                                                                                                                     | referred to Ordinance Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



|   |           |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | 2/6/2023  | Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board                                                                | 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 |
| 8 | 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 | refer the communication to TEUC and CDNR Committees respectively for further review and engagement                                                                                                                                                                                                                                                                                                                                                                      |
| 9 | 3/13/2023 | Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington                                                                                                  | refer the communication to TEUC for further review                                                                                                                                                                                                                                                                                                                                                                                                                      |

ion requested.

| Updated Next Steps in the Process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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,.                                                                                                                                                                                                                                                                                                                                                              |
| CNA interim report to the Council was done in January 2022, work was completed by the PSC by March 31, 2022. Full report is in draft, expected to come to Council in late 2022. UPDATE: Final report presented to the Council on March 27, with a unanimous vote to accept the recommendations of the report. Item will be reomved for this list as of next meeting.                                                                                                                                                                                                                                                                                          |
| <b>**NOTE: This item was never added to this Accountability List in October 2021.**</b><br><b>It is being added as of February 10, 2023.</b> 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. |
| <b>**NOTE: This item was not added to this Accountability List in November 2021.**</b><br><b>It is being added as of April 13, 2023.</b> AdHoc committee was formed in early 2022, chair communicated the need to extend the timeline for the completion of their work. UPDATE: Report will be coming to the council at our May 1, 2023 meeting.                                                                                                                                                                                                                                                                                                              |
| not-specified; UPDATE as of 1/30/2023, Airport presented emissions information at the TEUC meeting in March, ongoing item at TEUC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| UPDATE: First meeting scheduled for April 19.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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.

TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting

TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting

## Lori Olberg

---

**From:** City of Burlington Vermont  
**Sent:** Sunday, April 16, 2023 11:59 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: Chelsea

Reply to e-mail Address: mamachels05@gmail.com

Subject: Pods

Message: Hello,

I'm writing once again to get someone's attention on about the pods on Elmwood Avenue. I am the closet apartment to these pods and I have had nothing but trouble for the last 2 months that they have been there. In the 2 years I have lived in my apartment I have never had so much trouble take place as I have had since the pods were placed next door. Trash is left all over my porch, people hang out and do drugs on my stairs all day and into the evenings. I have a little boy who walks to and from school most days and we are having to change OUR routines around because of the trouble that takes place in front of my HOME! I'm frustrated that this seems to go completely unnoticed. I've emailed multiple times about this issue to the city and my landlord and nothing is being done. I want someone to email me back and fix this problem! Im a single mother who works full time and some nights I'm coming home when it's dark out and people are dealing drugs or on damn drugs sitting on my stairs! When it's brought to the attention of the pod employees nothing seems to be done either. Someone needs to fix this problem!! Im beyond frustrated that I PAY to live in my home and deal with these issues on a daily!! It's wrong on every single level! I do NOT want my son being a witness to those types of behaviors and nor should I have to deal with this type bullshit on a daily. The city needs a new damn plan and placement for these PODS!

Submitted on Sunday, April 16, 2023 - 23:58 from IP address: 2601:19b:c500:6b40:ec2a:b609:2009:9f5f

Check IP address location: <https://viewdns.info/iplocation/?ip=2601:19b:c500:6b40:ec2a:b609:2009:9f5f>

Questions about this form? e-mail [webmaster@burlingtonvt.gov](mailto:webmaster@burlingtonvt.gov)

## Lori Olberg

---

**From:** Holli Bushnell <holli.bushnell@gmail.com>  
**Sent:** Sunday, April 16, 2023 7:32 PM  
**To:** Zoraya Hightower; Gene Bergman; Joseph Magee; Sarah Carpenter; Benjamin Traverse; Karen Paul; Ali Dieng; Hannah King; Melo Grant; Tim Doherty; Mark Barlow; Joan Shannon; Lori Olberg  
**Subject:** Public forum statement  
**Attachments:** Feedback about ongoing music with Orlando's music - Cecelia Dooley.pdf; CC Public forum statement 4\_17\_2023.pdf

Some people who received this message don't often get email from holli.bushnell@gmail.com. [Learn why this is important](#)

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

Dear Councilors,

Attached is a statement I intend to give at public forum during tomorrow's City Council Meeting. I have also attached an email from my neighbors Cecelia Dooley and Kelly McNerny sent to Councilors Magee and Grant on 4/14 regarding their issues with Orlando's and their solutions to the problem.

I would like to state that I could understand if Mr. Mossman claims that he misunderstood the council's ruling or that he assumed his suspension only pertained to his outdoor entertainment permit. That said, were I in his position I would have made certain I followed the letter of the decision and ceased all entertainment during my suspension.

I sincerely hope this will be my last appearance before the council in regards to Orlando's Bar and Lounge. Thank you for your time and consideration in this matter. Take care,

Holli Bushnell  
112 Pine St,  
Burlington, VT 05401



Hello,

My name is Cecelia Dooley and I live at 112 Pine Street with my partner Kelly, which is located at the opposite entrance to Lawson Lane from the location of Orlando's Bar.

Please note that my partner and I voted for the both of you, happily.

There has been an ongoing issue with Orlando's from last year that our neighbor Holli Bushnell met with the city council about during a hearing that was regarding Orlando's violating their permit by going over their allowed time for live music. I submitted a statement of support with Holli's complaints for that hearing via email.

I wanted to let you know that last night, Orlando's had their first night of live music. I believe this was the last night they could have live music before their two week permit suspension takes place from today until the 30th as a result of their permit violations last year. I do believe they ended on time last night. (It remains to be seen if they will violate their permit suspension these next two weeks.)

Specifically, I want to again bring attention, as I did in my previously submitted statement, not just that I support Orlando's sticking to their permit allowances, but also that the music is TOO LOUD to be located in this area without sound dampening, which they are not using. The music reverberates through Lawson Lane and onto Pine Street, effecting my partner and I (our apartment is on the first floor facing Pine), as well as the house residents across the street, as well as the residents on the Pine Street side of the HUD building called South Square. My partner and I sit on the porch at our building daily (which is right along the end of the Lane and along Pine), and residents from South Square which tend to be disabled, older, or elderly, have complained as well, and I do believe they feel helpless to be able to do anything about this. They can't just move because they are utilizing subsidized housing. Additionally, my partner and I are on section 8 (and disabled), and we can't just move either. (We are on a waitlist for champlain housing trust for the Lake Street apartments, and it will be a long time before we are granted the ability to move there.)

Suffice to say in light of all this, we want to reiterate to you how desperately everyone in this area wants sound dampening materials placed behind whatever stage Orlando's chooses to set up. We feel the city council should change the permit to require this going forward. If not, we are looking at yet another summer of being forced to feel as though we are at a live concert from early afternoon all the way to 11pm, 6 to 7 days and nights a week. Please understand that this music is driving us really crazy. We moved here before Orlando's opened. And the music itself is extremely repetitive, with many of the same bands playing the same songs throughout the course of the summer (and they make sure to have live music up to basically right before snow starts flying).

Last night after they ended their music, someone came from the Lane while we were on our porch and asked us bluntly "So how did it sound?" I asked him "How did what sound?" He said

Orlando's, and my partner and I both told him it was too loud, and I said there's no sound dampening yet. He said Ok, and "Well we stopped on time," and introduced himself as Sean. We said Ok and then he walked away. He did not really seem to care that we were upset. We did not tell him our names because we were afraid we may be cyberbullied on Facebook as Holli was after she attended and commented at the hearing last year.

My partner and I feel that a reasonable compromise moving forward, in the interest of all of us residents as well as in the interest of Orlando's and the public, is if Orlando's is limited to playing music Friday and Saturday, in a narrower time window, and DEFINITELY required to have SOUND DAMPENING in place on the back of their stage. Even a heavy curtain would at least be something that would prevent the all-night music to reverberate down the Lane disrupting the Pine Street residents for hours every day, for as long as the days remain remotely warm enough to eat outside.

We don't think this is much to ask.

Please let me know how we could further our requests in order for there to be a possibility of making them a reality, or if this email may be sufficient in attempting to restore some peace to our block.

Thank you for your time,

Cecelia Dooley



Good evening, Councilors, thank you for this opportunity to speak. I am here before you, again, in regards to Orlando's Bar and Lounge. Tonight on your deliberative agenda you get to decide if Orlando's will have their permitted hours extended to midnight on Fridays and Saturdays for the coming season. I would like to strongly urge you to reject this change.

The last time Mr. Mossman and I came before you, you decided that, given the repeated number of times Orlando's outdoor entertainment exceeded their permitted hours, they would have their entertainment permit suspended from April 15th to April 30th 2023. On the night of April 15th the band Mosey Beat performed at Orlando's. This performance did take place inside but was still audible from my home. The night prior, April 14th, the bands Lazy Bird and Sneaky Miles performed on the front patio at the usual overwhelming volume. No sound dampening has been attempted.

Ultimately, however, I'm not here to ask you to revoke or further suspend Orlando's entertainment permit. Though I do feel that Mr Mossman's blatant disregard for rules and disrespect of the council's ruling warrants some further action, I do not want to shut them down.. That said, here's what the neighbors I've spoken to and I really want: Keep the hours as they are. Require the installation of sound dampening before performances begin this season. Actually require the entertainment to stop at the correct time, not 5 minutes late, not 20 minutes late, on time, every time.

That's it. That's all it would take to make things infinitely better for me and my neighbors. I would like to note that my neighbors did email Councilors Magee and Grant on the 14th in regards to their issues with the volume of Orlando's front patio stage. That letter was attached along with this statement in an email to the full council and Lori Olberg. Like me, they also requested sound dampening be required in the future. I sincerely hope you take my and my neighbors recommendations to heart. Thank you so much for your time and consideration.



## **Memo**

To: City Council  
Miro Weinberger, Mayor  
City Department Heads and Staff  
From: Karen Paul, City Council President  
Date: April 17, 2023  
Re: Standing Committee Assignments

---

The following will be the committee assignments for all standing committees for the 2023-24 Council year:

### **Charter Change**

Gene Bergman\*, 598-3602  
Sarah Carpenter, 658-0474  
Timothy Doherty, Jr., 274-0038  
Staff Support: Kimberlee J. Sturtevant, Esq., 865-7121

### **Community Development and Neighborhood Revitalization**

Zoraya Hightower\*, 391-4333  
Joe Magee, 279-5513  
Hannah King, 448-2059  
Staff Support: Christine Curtis, 735-7002

### **Human Resources**

Sarah Carpenter\*, 658-0474  
Zoraya Hightower, 391-4333  
Hannah King, 448-2059  
Staff Support: Kerin Durfee, 865-7150

### **License**

Joan Shannon\*, 860-7489  
Ben Traverse, 357-2055  
Melo Grant, 310-0962  
Staff Support: Lori Olberg, 865-7136

### **Ordinance**

Ben Traverse\*, 357-2055  
Sarah Carpenter, 658-0474  
Zoraya Hightower, 391-4333  
Joan Shannon, 860-7489  
Staff Support: Kimberlee J. Sturtevant, Esq., 865-7121

### **Parks, Arts and Culture**

Joe Magee\*, 279-5513  
Ali Dieng, 318-2527  
Mark Barlow, 549-4433  
Staff Support: Holli Bushnell, 865-7131/863-2075

### **Public Safety**

Karen Paul\*, 863-3817  
Melo Grant, 310-0962  
Timothy Doherty, Jr., 274-0038  
Staff Support: Jared Pellerin, 865-7121

### **Racial Equity, Inclusion and Belonging**

Ali Dieng\*, 318-2527  
Melo Grant, 310-0962  
Ben Traverse, 357-2055  
Staff Support: Sydney VanTassel, 923-9839

### **Transportation, Energy and Utilities**

Mark Barlow\*, 549-4433  
Gene Bergman, 598-3602  
Hannah King, 448-2059  
Staff Support: Madeline Suender, 735-5324

### **Tax Abatement**

Gene Bergman\*, 598-3602  
Timothy Doherty, Jr., 274-0038  
Joan Shannon, 860-7489  
Staff Support: Kenneth Nosek, 865-7114

\* Committee Chair

Entertainment License · Add to a project



Expiration Date

Active

CTE-22-40 Renewal



## Details

Submitted on Feb 22, 2023 at 2:20 pm



## Attachments

0 files



## Activity Feed

Latest activity on Apr 12, 2023

## Applicant

Sean Beauvais

Outdoor Bar and Lounge



## Location

1 Lawson Lane Unit Unit 1, Burlington, VT 05401



## Timeline

Fri / Sat: 12am (end time)

Add New ▾

Entertainment Fee Payment

Paid Feb 22, 2023 at 2:21 pm

2:1 vote on 4/12/23

Fire Marshal Review

Completed Feb 22, 2023 at 2:26 pm

(Mg, Br): (JS)



## City Council Approval

In Progress

## Outdoor Entertainment License Issuance

Document

## Establishment Information

Entry of all information with an asterisk \* is required.

Establishment Name (DBA) \* ⓘ

## Orlando's Bar & Lounge

Establishment Street Address \*

1 Lawson Lane ste 10

Establishment City, State Zip \*

Burlington, VT 05401

Establishment Phone \* ?

802-540-0033

Establishment Owner (Legal Name) \* ?

BDM Enterprises LLC

Legal Owner Mailing Street Address \*

1 Lawson Lane ste 10

Legal Owner Mailing City, State Zip \*

Burlington, VT 05401

Contact Person Name \* 

Sean Beauvais

Contact Email Address \*

scbeauvais@gmail.com

Contact Phone \* 

802-881-5045

## Application Information

Entry of all information with an asterisk \* is required.

License for Indoor or Outdoor or Both \*

Outdoor

Occupant Load \*

160

Number of Restrooms \*

2

Number of Egresses \*

4

Date of Last Fire Safety Inspection \*

03/02/2022

Dancing by Patrons \*

No

Amplified Music \*

Yes

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 \*

11:00 AM

Sunday End Time \*

10:30 PM

Monday Start Time \*

4:00 PM

Monday End Time \*

10:30 PM

Tuesday Start Time \*

4:00 PM

Tuesday End Time \*

10:30 PM

Wednesday Start Time \*

4:00 PM

Wednesday End Time \*

10:30 PM

Thursday Start Time \*

4:00 PM

Thursday End Time \*

10:30 PM

Friday Start Time \*

4:00 PM

Friday End Time \*

11:00 PM

Saturday Start Time \*

11:00 AM

Saturday End Time \*

11:00 PM

### VT Division of Liquor Control Licenses

Identify any of the State DLC Licenses below that are required for the Establishment.

First Class Liquor License \*

Yes

Second Class Liquor License \*

No

Third Class Liquor License \*

Yes

Outside Consumption Permit \*

Yes

### 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. \*

 Sean C Beauvais  
Feb 22, 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

Holli Bushnell  
112 Pine St  
Burlington, VT 05401  
November 1, 2022

Dear City Councilors and any others it may concern,

I am reaching out to you in regards to the ongoing issues with Orlando's Bar and Lounge (1 Lawson Lane). In addition to this introductory letter, I am also including a packet of documents detailing the history of this situation. In the packet you will find all of Orlando's outdoor entertainment permit applications, notes from license committee meeting minutes indicating actions taken regarding sworn complaints, copies of my sworn complaints, a copy of Matt Paradise's sworn complaint, the license committee's recommendation to the full council following the 2020 hearing, and my letter to the license committee on 5/20/2022. My hope is not to overwhelm you with information but to provide you all with the full scope of what has been going on.

I am aware that Brandon Mossman, owner of Orlando's, has written to you sharing his side of the story. I would like to correct some of the information with which Mr. Mossman provided you to insure you all have an accurate understanding of everything that has happened before making your decision.

Mr. Mossman states that "the complaints have come from one sole person, Holli Bushnell." That is incorrect (both factually and grammatically). I have provided the city with two sworn complaints against Orlando's. An additional complaint was provided 9/11/2020 by Matt Paradise who previously resided at 115 Pine St, across the street from my building. Sadly, Mr. Paradise, who had been a resident of 115 Pine St for close to 30 years, was forced to move in the summer of 2021. My understanding is that the main reason for his move was the volume of the music coming from Orlando's as well as their continued inability to stop live performances within their permitted hours. Additionally, many of my neighbors in my building have spoken to me about issues with the volume and late hours of performance. They fear reprisals and as such have not felt comfortable speaking out. They have, however, expressed gratitude to me for standing up. I have asked them to join me at the council meeting on 11/7, but I am unsure if they will feel safe attending.

Mr. Mossman states that I "have personal relationships with both previous and current city council members" and implies that I have been using those relationships to enact a personal vendetta against him and his business. To correct the record, I am an employee of the City of Burlington and interact with all members of the community in my current capacity as office assistant for the 3 city cemeteries and in my previous roll in customer service at the city clerk's office. I also staff the Parks, Arts, and Culture Commission and Cemetery Commission and occasionally assist with Parks Commission and other ad hoc committees. I have specifically worked with City Council President Paul, Councilors Carpenter, Travers, Dieng, Barlow, and Shannon, and former Councilors Hanson, Stromberg, Mason, Hartnett, and Wright. I have friendly, professional relationships with all of these individuals. I would be happy to provide the council with all text and email conversations between Councilor Shannon and myself as she is the individual being accused of having a conflict of interest. I would also happily provide all email and text conversations I have had with other current and former members of the council should the council request it.

In dealing with Orlando's I have only ever followed city guidelines by issuing sworn complaints and directly contacting the councilors who sit on the license committee via their City of Burlington emails. I have texted Councilor Shannon in regards to Orlando's, providing her with opening times, permitted hour information, updates as to whether the band on the night of 5/21 was playing over time, and noting other nights when entertainment has exceeded permitted hours. I also have messages from her encouraging me to records the overtime performances for evidentiary purposes. Any additional contact with councilors has been in my professional capacity.

In terms of the night in May 21, 2022 when Councilor Shannon visited Orlando's, she was doing so in regards to a letter I sent to the license committee, Councilors Shannon, Traverse and former Councilor Hanson, as well as Lori Olberg regarding an overtime live performance and recorded music continuing to be played from a speaker well after Orlando's permitted hours for outdoor music had ended on May 20, 2022 (see attached for copy of letter). The band performing on the night of the 20<sup>th</sup>, when I wrote the letter, was No Showers on Vacation and the band performing the night of the 21<sup>st</sup> was Phantom Airwave. I was unable to find a record of either of these bands performing at Orlando's previously, however both bands played well after the end of the permitted hours which leads me to question whether they were informed of when they were required to stop.

I cannot speak to Mr. Mossman's interaction with Councilor Shannon on 5/21 as I was not present. My understanding of the city's outdoor entertainment licensing, however, is that Mr. Mossman would be welcome to apply to amend his entertainment permit so that he could use a speaker to amplify music after live performance ends, just as any business is allowed to apply for a new or amended an existing entertainment permit. Of course, it's up to the license committee to approve the amendment and given the ongoing issues with Orlando's complying with their existing permit I can see how the approval of such a request would be unlikely.

Finally, Mr. Mossman states that "the band who played that evening (9/8/2022) frequently plays Orlando's on weekends. The weekend permit is 11pm, which the band is aware of. This was their first Thursday playing the patio; the permit is 10:30 on Thursdays." This is a lie. No Lemon, the band in question who provided an apology, performed at Orlando's on Thursday, 7/21/2022 (see attached screenshot of Facebook event page). I checked the weather for 7/21 to confirm that it did not rain that evening as I have no notes indicating that the band went over the permitted hours that night. I have to wonder why No Lemon was aware of the 10:30pm stop time on the 7/21 but managed to not know about it on 9/8.

Mr. Mossman states that No Lemon performing past Orlando's permitted hours was unintentional, and it may well have been, but what about when The Reflections went played until 11:10pm on 5/5/2022? When Aquatic Underground played until 11:12pm on 5/6 or 11:30pm on 8/27? When Mike MacDonald played until 11:21pm on 5/14 or 11:20pm on 7/8? How about No Showers on Vacation playing until 11:21pm on 5/20 or Phantom Airwave going to 11:13pm 5/21. Ben Collins & Co performed until 11:12pm on 7/15; was that just another little unintentional whoopsie? How about Wayward Sons and Jude's Mood playing until 10:50pm on 9/7? Jude's Mood also performed at Orlando's on 7/27 but didn't go overtime...did they know the hours on 7/27 but forget them on 9/7? And how about Sean Kehoe on 9/28 when he didn't stop until 10:46pm? I have notes in my calendar for all of these nights and timestamped recordings from 9/7, 9/8 and 9/28. What does Mr. Mossman contend happened on all of those nights? I'm sure every time performances go over the permitted hours it has been unintentional,

but when does unintentional become negligent, careless, and irresponsible? It is Mr. Mossman's responsibility to follow the hours *that he requested in his own outdoor entertainment permit application*. Should he really be expecting a waitress to handle closing down the band when having performances going over permitted hours is something Orlando's has gotten in trouble for in the past?

As Mr. Mossman states, Orlando's is surrounded on all sides by commercial properties, but none of those properties has requested an outdoor entertainment permit. They would be subject to the same scrutiny as Orlando's if they applied for a permit. Moreover, when a business anywhere in the city (Church St or otherwise) is planning to start outdoor entertainment, it is my understanding from the license committee that that business needs to reach out to all their neighbors and inform them of the change. Mr. Mossman has never spoken to any of his residential neighbors, and the addition of the stage at the top of Lawson Lane in 2020 shocked everyone who lives in the neighborhood. As I wrote in my 5/20 letter to the license committee: "The use of this space for outdoor entrainment was only approved as part of emergency measures developed during the height of the COVID-19 pandemic in 2020. Previous to that, this space was never used for live performance (as confirmed by Lori Olberg in October 2022). American Flatbread did hold some outdoor music events (during Jazz Fest), however their stage was set up differently and that change prevented the volume issue. Also, Flatbread's performances were rare, not 5 nights a week for 3 months. As most Covid related programs have ended and in light of the fact that this area was never previously used long term as entertainment space, I wonder if it might be time to end outdoor entertainment in this problematic area."

I recognize that Orlando's is a newer business that many members of our community enjoy. I am not trying to persecute them, I simply want to see them face some, any, consequences for their actions. When I park my car at a meter and the meter runs out while I'm still parked there, I get a ticket. When Orlando's repeatedly goes over their permitted hours, shouldn't they face some sort of consequence too? Why would Orlando's change their behavior if nothing is ever required of them? More than anything, I'd like to ask that, should the council decide not to revoke their entertainment permit, they require that Orlando's finally provide some sort of sound dampening to their set up. This was something required of them following the 2020 hearing (see attached minutes) and they never followed through on their promise to bring the volume down. Mr. Mossman stated that they purchased a new sound system, but my experience this summer is that it the volume continues to be so loud I can't even have a conversation in my home (with the windows closed and 2 air conditioners running) without having to yell over the music outside.

As I mentioned when I came before the council previously, I struggle with chronic health issues and getting good, regular sleep is a huge part of keeping myself healthy. Never knowing when the (incredibly loud) music is going to stop outside is tremendously stressful to me and often keeps me up long after the band has actually stopped. It's my feeling that the continued negligence of Orlando's is having a detrimental impact on both my physical and mental health. I have to make my health a priority and as such I am asking for the council's help in remedying this situation. I appreciate the council taking the time to examine this issue. Thank you all for your thoughtful consideration.

Sincerely,

Holli Bushnell



May 1, 2020 — April 30, 2021

**CITY OF BURLINGTON  
ENTERTAINMENT PERMIT APPLICATION**

☐ New ☐ Renewal  
☒ Indoor (\$100) ☐ Indoor (\$100)  
☒ Outdoor (\$100) ☐ Outdoor (\$100)

**PART I  
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name BOM ENTERPRISES LLC
2. D/B/A (Business Name) ORLANDO'S 3. Bus. Phone 802 881 5045
4. Business Address 1 LAWSON LN STE 10
5. Mailing Address 1 LAWSON LN STE 10
6. Contact person SEAN BEAUVIS 7. Contact Phone 802 881 5045
8. Email contact address ORLANDOSBARANDLOUNGE@GMAIL.COM

**PART II  
OPERATION**

1. Occupancy Load 160 2. # of Restrooms 4 3. # of Egresses 3
4. Date of last Fire/Safety Check DECEMBER 2019 5. Dancing by Patrons? Yes or (No)
6. Amplified Music? (Yes) or No

**PART III  
TYPE OF ENTERTAINMENT**

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

- ☒ Live Instrumental Music ☒ Live Vocal Music ☐ Jukebox  
☒ Disc Jockey ☐ Karaoke

\*\*\*Please give additional description for any selections below on the next page (REQUIRED)

\*\*\*Floor/Stage Shows

- ☐ Fashion Show/Trade Show/Exhibition
- ☐ Readings
- ☐ Stage Play/Pantomime
- ☐ Comedian
- ☐ Dance Performance
- ☐ Contests/Games/Amusements
- ☐ Movies
- ☐ Other

(Continued on back)

Additional description  
(REQUIRED):

The entertainment will take place on either the back or front patio. The front patio is now the priority since this now represents the majority of our seating capacity due to covid-19 restrictions. I have attached the diagram of the front patio at 1 Lawson Lane

**PART IV  
PROPOSED HOURS OF ENTERTAINMENT**

| WEEKDAYS  | ENTERTAINMENT HOURS |
|-----------|---------------------|
| Sunday    | 11am - 10pm         |
| Monday    | 11am - 10pm         |
| Tuesday   | 11am - 10pm         |
| Wednesday | 11am - 10pm         |
| Thursday  | 11am - 10pm         |
| Friday    | 11am - 10pm         |
| Saturday  | 11am - 10pm         |

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

DATE SIGNED: 6/3/20

SIGNATURE OF APPLICANT *Sean C. Beauvais*

PRINT NAME: SEAN C. BEAUVAIS

RELATIONSHIP TO BUSINESS ADMIN MEMBER

**OFFICE USE ONLY**

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

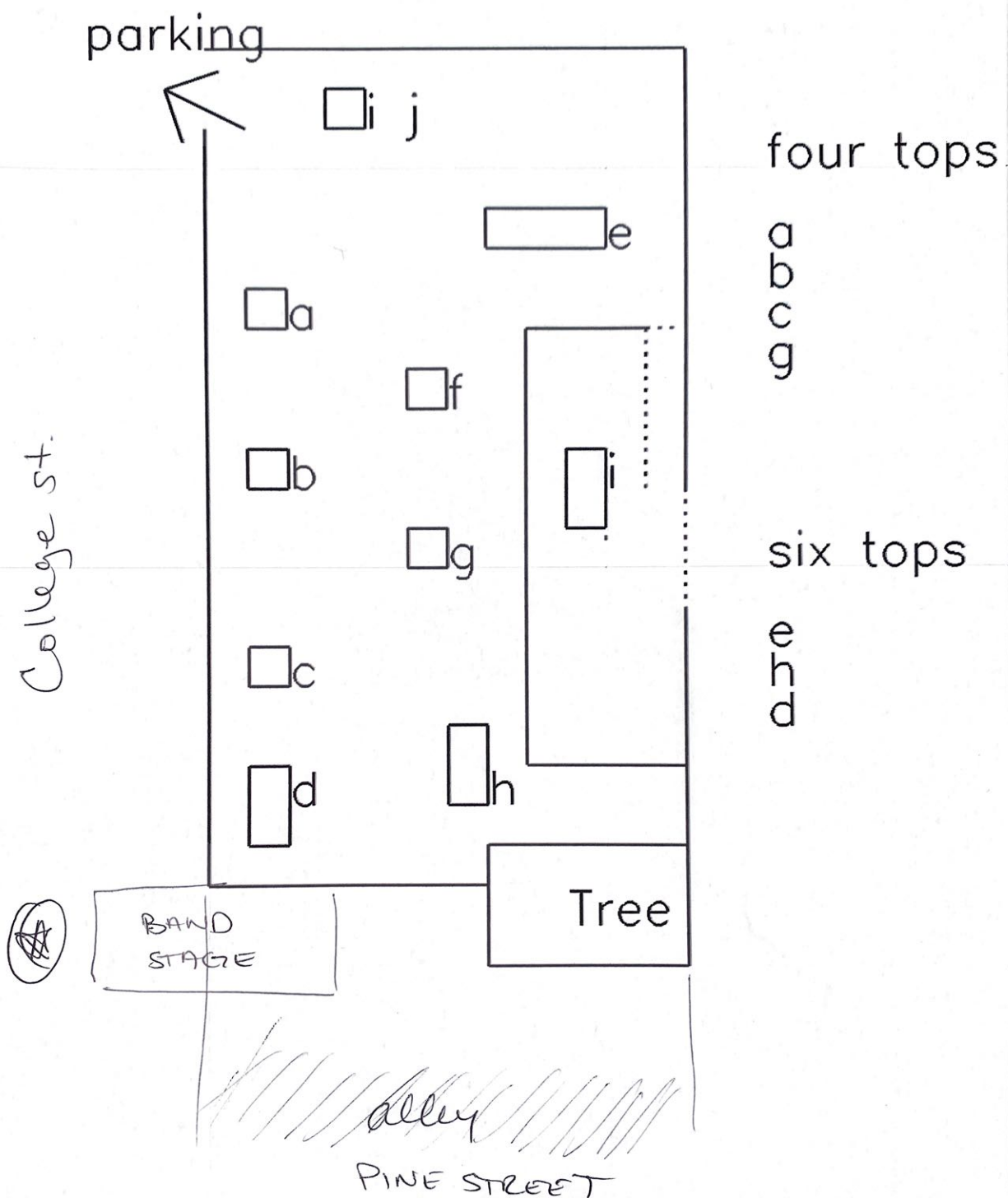
At their meeting of \_\_\_\_\_, the Burlington City Council License Committee recommended  
Approval \_\_\_\_\_ Denial \_\_\_\_\_

At their meeting of \_\_\_\_\_, the Burlington City Council \_\_\_\_\_ this entertainment permit application.

revised 11/26/19

ORLANDO'S FRONT OF BUILDING PATIO @ 1 LAWSON LANE

St. Paul St.







Outdoor Amendment  
May 1, 2020 ---- April 30, 2021

7/15/20

CITY OF BURLINGTON  
ENTERTAINMENT PERMIT APPLICATION

☐ New

☐ Renewal

☒ Indoor (\$100)

☐ Indoor (\$100)

☒ Outdoor (\$100)

☐ Outdoor (\$100)

PART I  
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name BDM Enterprises LLC  
2. D/B/A (Business Name) ORLANDO'S 3. Bus. Phone 802 881 5045  
4. Business Address 1 LAWSON LN STE 10  
5. Mailing Address 1 LAWSON LN STE 10  
6. Contact person SEAN BEAUVAIS 7. Contact Phone 802 881 5045  
8. Email contact address ORLANDOSBARANDLOUNGE@Gmail.com

PART II  
OPERATION

1. Occupancy Load 160 2. # of Restrooms 4 3. # of Egresses 3  
4. Date of last Fire/Safety Check 12/1/2019 5. Dancing by Patrons? Yes or No (X) No  
6. Amplified Music? Yes or No (X) No

PART III  
TYPE OF ENTERTAINMENT

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

☒ Live Instrumental Music  
☒ Disc Jockey

☒ Live Vocal Music  
☐ Karaoke

☐ Jukebox

\*\*\* Please give additional description for any selections below on the next page (REQUIRED)

\*\*\* Floor/Stage Shows

- ☐ Fashion Show/Trade Show/Exhibition
- ☐ Readings
- ☐ Stage Play/Pantomime
- ☐ Comedian
- ☐ Dance Performance
- ☐ Contests/Games/Amusements
- ☐ Movies
- ☐ Other

(Continued on back)



Additional description

(REQUIRED):

the entertainment will primarily take place on the front patio. The bands/artists will setup at the edge of the alley way where the black top pavement meets the brick. Our patio safely seats 50 patrons while considering social distancing requirements and VOSTA guidelines. I have attached a diagram of the alley, as well as, the original amended outdoor permit. Our live music bookings are essential to our revenue model and it would help us continue to run service with live entertainment until 1AM.

**PART IV**  
**PROPOSED HOURS OF ENTERTAINMENT**

| WEEKDAYS  | ENTERTAINMENT HOURS |
|-----------|---------------------|
| Sunday    | 11AM to 1AM         |
| Monday    | 11AM to 1AM         |
| Tuesday   | 11AM to 1AM         |
| Wednesday | 11AM to 1AM         |
| Thursday  | 11AM to 1AM         |
| Friday    | 11AM to 1AM         |
| Saturday  | 11AM to 1AM         |

**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: 7/15/20

SIGNATURE OF APPLICANT

*Sean C. Beauvais*

PRINT NAME: SEAN C. BEAUVAIS

RELATIONSHIP TO BUSINESS ADMIN MEMBER

**OFFICE USE ONLY**

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of \_\_\_\_\_, the Burlington City Council License Committee recommended  
Approval \_\_\_\_\_ Denial \_\_\_\_\_

At their meeting of \_\_\_\_\_, the Burlington City Council \_\_\_\_\_ this entertainment permit application.

# ORLANDO'S BRICK PATIO @ 1 LAWSON LN

FRONT OF BUILDING

FLATBEARD PATIO / ST PAUL ST.

parking

Vermont Mortgage Property

four tops

a  
b  
c  
g

six tops

e  
h  
d

ENTRANCE TO  
BUILDING  
1 LAWSON LN

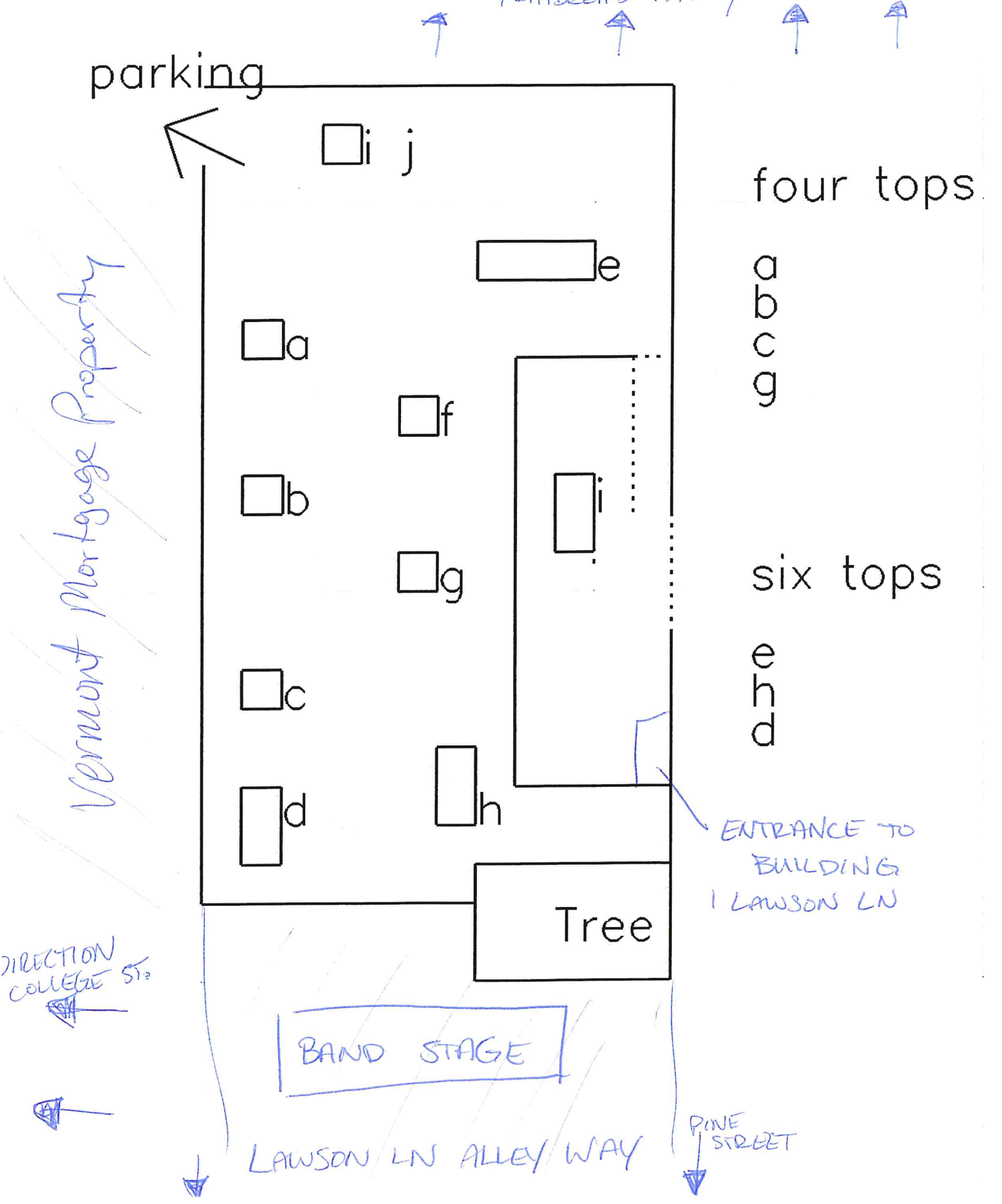
Tree

BAND STAGE

LAWSON LN ALLEY WAY

PINE STREET

DIRECTION  
COLLEGE ST.



# AMENDMENT

COMMUNICATION  
DATE 6/15/20  
AGENDA ITEM # 5.13



May 1, 2020 — April 30, 2021

## CITY OF BURLINGTON ENTERTAINMENT PERMIT APPLICATION

☐ New ☐ Renewal  
☒ Indoor (\$100) ☐ Indoor (\$100)  
☒ Outdoor (\$100) ☐ Outdoor (\$100)

### PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name BOM ENTERPRISES LLC
2. D/B/A (Business Name) ORLANDO'S
3. Bus. Phone 802 881 5045
4. Business Address 1 LAWSON LN STE 10
5. Mailing Address 1 LAWSON LN STE 10
6. Contact person SEAN BEAUVAIS
7. Contact Phone 802 881 5045
8. Email contact address ORLANDOSBARANDLOUNGE@GMAIL.COM

### PART II OPERATION

1. Occupancy Load 160
2. # of Restrooms 4
3. # of Egresses 3
4. Date of last Fire/Safety Check DECEMBER 2019
5. Dancing by Patrons? Yes or (No)
6. Amplified Music? (Yes) or No

### PART III TYPE OF ENTERTAINMENT

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

- ☒ Live Instrumental Music ☒ Live Vocal Music ☐ Jukebox  
☒ Disc Jockey ☐ Karaoke

\*\*\*Please give additional description for any selections below on the next page (REQUIRED)

#### \*\*\*Floor/Stage Shows

- ☐ Fashion Show/Trade Show/Exhibition
- ☐ Readings
- ☐ Stage Play/Pantomime
- ☐ Comedian
- ☐ Dance Performance
- ☐ Contests/Games/Amusements
- ☐ Movies
- ☐ Other

(Continued on back)



Additional description  
(REQUIRED):

The entertainment will take place on either the back or front patio. The front patio is now the priority since this now represents the majority of our seating capacity due to covid-19 restrictions. I have attached the diagram of the front patio at 1 Lawson Lane

PART IV  
PROPOSED HOURS OF ENTERTAINMENT

| WEEKDAYS  | ENTERTAINMENT HOURS |
|-----------|---------------------|
| Sunday    | 11am - 10pm         |
| Monday    | 11am - 10pm         |
| Tuesday   | 11am - 10pm         |
| Wednesday | 11am - 10pm         |
| Thursday  | 11am - 10pm         |
| Friday    | 11am - 10pm         |
| Saturday  | 11am - 10pm         |

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

DATE SIGNED: 6/3/20

SIGNATURE OF APPLICANT Sean C. Beauvais

PRINT NAME: SEAN C. BEAUVAIS

RELATIONSHIP TO BUSINESS ADMIN MEMBER

OFFICE USE ONLY

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 6/9/20, the Burlington City Council License Committee recommended  
Approval X Denial \_\_\_\_\_

At their meeting of 6/15/20, the Burlington City Council APPROVED this entertainment permit application.

revised 11/26/19

\* recommended for approval @ 6/9/20 LC mtg  
as presented, to \*  
with all standard conditions



Renewal Application for

Office of the Clerk-Treasurer

**Entertainment License - Outdoor**

**May 1, 2021 - April 30, 2022**

149 Church Street  
Burlington, VT 05401  
Voice 802-865-7000  
Fax 802-865-7014  
TTY 802-865-7042

DBA NAME: Orlando's

COMPANY: BDM Enterprises LLC

LOCATION: 1 Lawson Lane Suite 10

Occupant Load: 160

Patron Dancing: No

Amplified Music: Yes

*\* LC - 10:30pm  
End time -*

**ENTERTAINMENT HOURS AND TYPES**

| <u>DAY OF WEEK</u> | <u>HOURS</u>           | <u>ENTERTAINMENT TYPES PERMITTED</u>                   |
|--------------------|------------------------|--------------------------------------------------------|
| Sunday             | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |
| Monday             | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |
| Tuesday            | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |
| Wednesday          | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |
| Thursday           | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |
| Friday             | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |
| Saturday           | 11:00 AM -<br>11:00 PM | Disc Jockey, Live Instrumental Music, Live Vocal Music |

**CONDITIONS**

1. The premises authorized to provide entertainment by this permit must at all times be in compliance with all City and State conditions, laws, ordinances, regulations and statutes and must comply with all restrictions required by this permit and that violation, conditions, laws, ordinances, regulations or statutes of the permit is grounds for its suspension or revocation. There shall be no free distribution of glassware.

*pd check # 1770 \$100.00 2/18/21*

**SEE ATTACHED FOR EXPANSION REQUESTS**

INSTRUCTIONS: Mark up the above with any changes, additions, or deletions. Sign and date below, and return to the Clerk-Treasurer's Office with Fee payment. Thank you.

*Sean Co. Broun*  
For BDM Enterprises LLC

*2/18/21*  
Date

**Fee Due: \$100.00**

Print Date: Nov 23, 2020  
FolderRSN: 387517

2/18/21  
Orlando's

**BACK PATIO – Outside Entertainment Permit Current Summary TO KEEP – Seasonal Months**

1. Daily - One outdoor speaker playing our typical indoor music  
Monday – Friday (4pm to 2am)  
Saturday – Sunday (11am to 2am for brunch hours)
2. Occasional - DJ, Live Instrumental, Live Vocal Music  
Saturday – Sunday (11am to 3pm for unique and occasional live brunch events)

**FRONT PATIO – Outside Entertainment Permit – Seasonal Warmer Months**

1. Daily House speaker – One outdoor speaker playing our typical indoor music.  
Monday – Friday (4pm to 2am)  
Saturday – Sunday (11am to 2am)

Description: Our outdoor front patio speaker is to provide some low-level entertainment to our guests pre and post live entertainment. If our live entertainment permit is not allowed past 10:30pm then we would like to request the ability to provide some low-level entertainment to our guests since we have an outdoor consumption permit till 2am. Conducting business outdoors is safer to the population, rather than customers migrating indoors to a limited capacity; this can cause issue to our security personnel after live entertainment has ended.

2. Live Entertainment – Types Permitted: DJ, Live / Amplified Music consisting of Multiple Genres including but not limited to Jazz, Blues, Rock, String, both solo and group performances.

Currently:

Sunday – Saturday (11am to 10:30pm)

Expansion Request:

Sunday (11am to 1030pm)

Monday (4pm to 1030pm)

Tuesday (4pm to 1030pm)

Wednesday (4pm to 1am)

Thursday (4pm to 1am)

Friday (4pm to 2am)

Saturday (11am to 2am)

**SOUND IMPROVEMENTS FOR SUMMER 2021**

- we are working with a sound engineer to build a collapsible stage to include ample back soundboard to take into consideration the complaints of the past from neighbors at the end of the Lawson Lane Alley way.

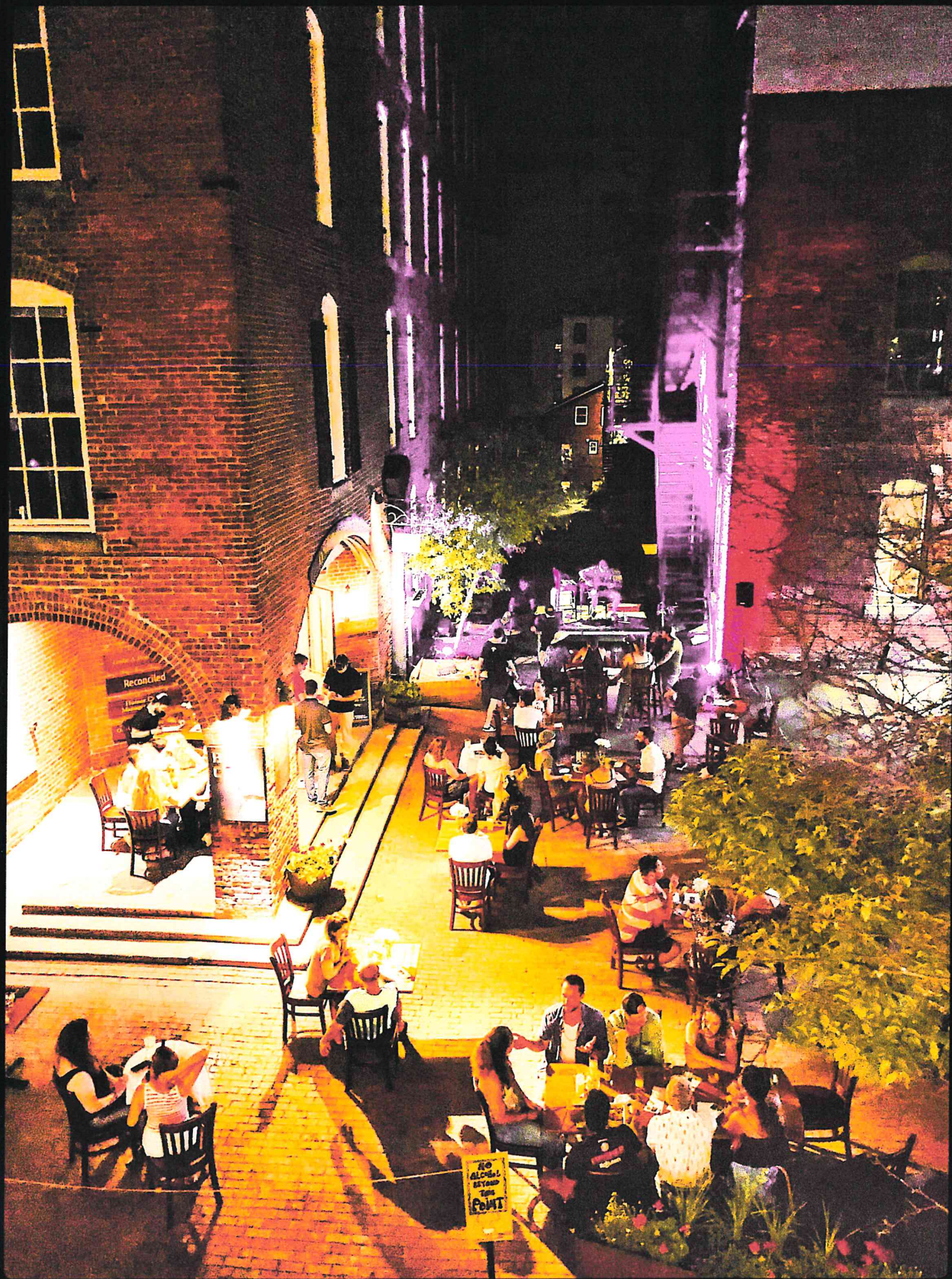




**ORLANDO'S  
OPEN THURSDAY  
MAKE RESERVATIONS  
— NOW —**

ORLANDO'S PATIO





LOBBY PATIO



# ORLANDO'S BRICK PATIO @ 1 LAWSON LN

FRONT OF BUILDING

FLATHEAD PATIO / ST PAUL ST.

parking

four tops

a  
b  
c  
g

six tops

e  
h  
d

ENTRANCE TO  
BUILDING  
1 LAWSON LN

Tree

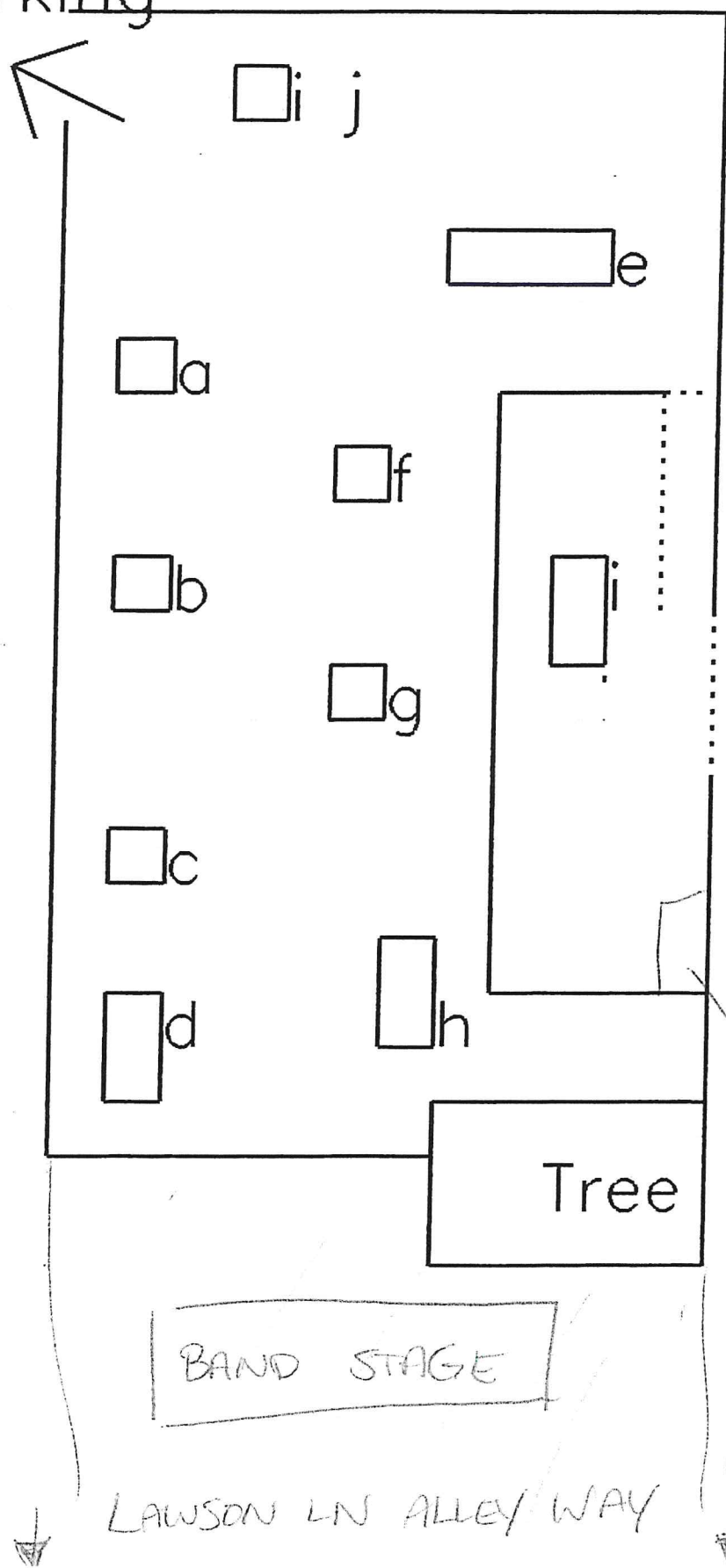
BAND STAGE

LAWSON LN ALLEY WAY

PINE STREET

Vermont Mortgage Property

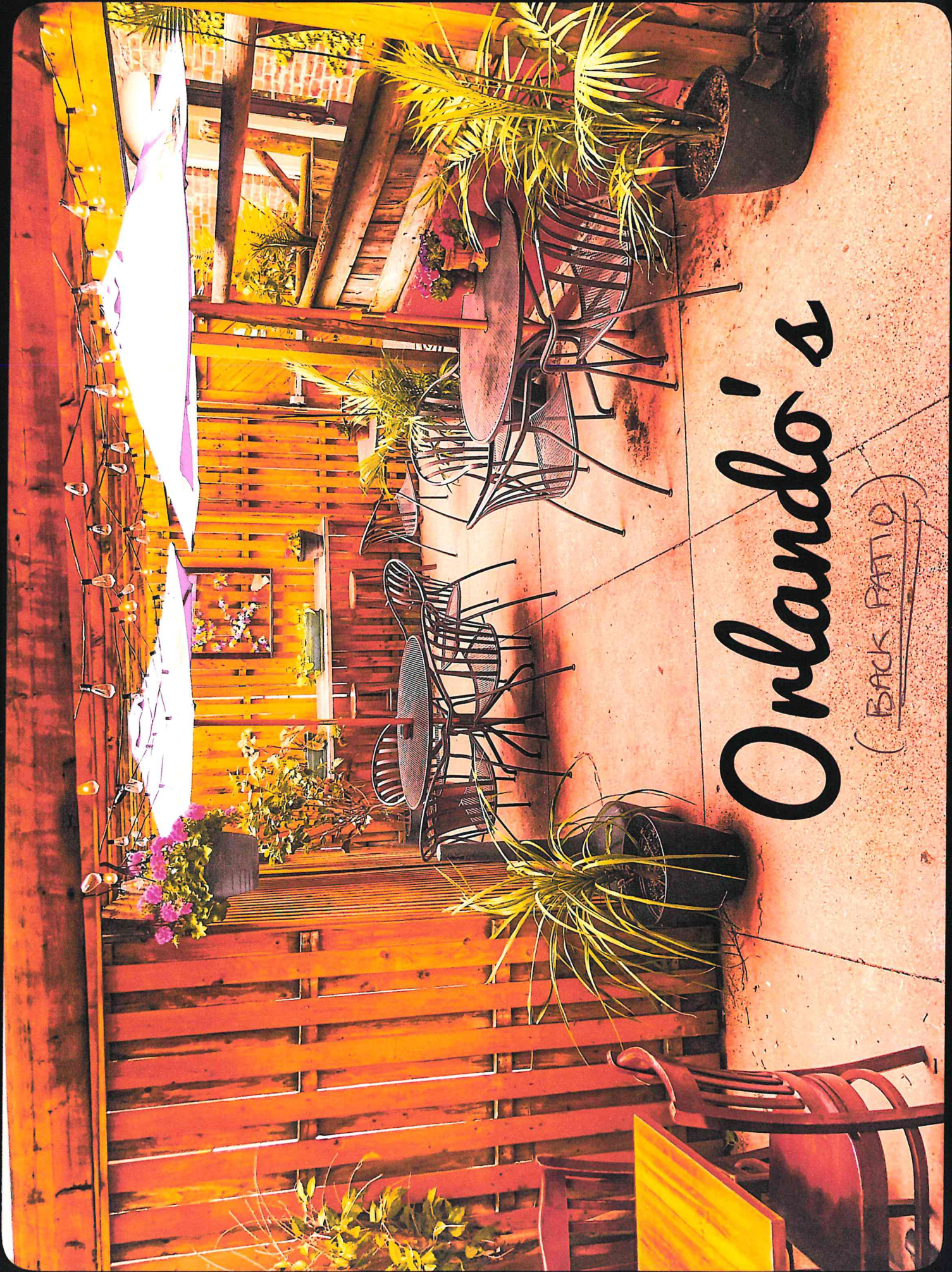
DIRECTION  
COLLEGE ST.





# Orlando's

(BACK PATIO)





### **From August 8, 2020 License Committee Meeting Minutes**

Action: 3.04 Sworn Complaint Regarding Orlando's Bar. Action, Communication, Discussion, Information

Motion by Jane Stromberg, second by Jack Hanson

Motion to urge the establishment to adhere to current entertainment permit hours with end time of 11pm for a 60-day probationary period. Should there be further complaints a public hearing will be scheduled.

Motion by Jane Stromberg, second by Jack Hanson

Final Resolution: Motion Carries

Yea: Jack Hanson, Jane Stromberg

Action: 3.05 Communication: Amendment to Outdoor Entertainment Permit Application (2020-2021): Orlando's, 1 Lawson Lane, Suite 10

Motion by Jane Stromberg, second by Jack Hanson.

Final Resolution: Motion Fails

Yea: None. Nay: Jack Hanson, Jane Stromberg

### **From October 14, 2020 License Committee Meeting Minutes**

4.04 Sworn Complaint Regarding Orlando's Bar and Lounge: Action: Move to schedule a formal hearing to consider further action.

Motion by Jane Stromberg, second by Jack Hanson

Final Resolution: Motion Carries

Councilor Mason departed at 5:50pm and expressed his support for moving forward with a disciplinary hearing.

Matt Paradise expressed his frustration with the volume of the music coming from Orlando's Bar and Lounge over the course of the summer stating that it is effecting his quality of life, sleep, and inhibiting his ability to teach over zoom as his students can hear the bands over his voice. He has to use headphones to watch television because the volume of the bands is so overwhelming.

Sean Beauvais states that his organization attempted to contact Matt Paradise to discuss the issue separately to hopefully avoid going to hearing. They would like to continue having music on their front patio next. He states that the fight that Bushnell mentioned in her public comment had nothing to do with their business and that last call was always issued at 10:45pm during the city council mandated 11pm closing time.

Stromberg expressed her frustration that there has been another sworn complaint and feels a public hearing is appropriate.

Yea: Jack Hanson, Jane Stromberg

A hearing will be scheduled via email.

### **From November 4, 2020 License Committee Meeting Minutes**

4.01 Hearing Regarding Outdoor Entertainment Permit for Orlando's Bar and Lounge  
Action, Public Hearing

Assistant City Attorney Hovestadt instructed the committee on the purpose of the hearing – to determine whether the outdoor entertainment permit for Orlando's should be suspended or revoked pursuant to Burlington Code of Ordinances 19-18. She will remain present to provide any necessary legal advice. The hearing will begin with any additional statements from the public followed by statements from Orlando's and any witnesses. Throughout the hearing both committee members and

Orlando's will be allowed to ask questions. Hovestadt requested that Councilor Hanson swear in witnesses and he agreed to do so. At the conclusion of the hearing the committee will deliberate in private and then issue a written decision.

Councilor Mason asked Hovestadt to detail the actions the committee could take. Hovestadt explained that the committee could choose to do nothing or make a recommendation to the full council to either suspend or revoke the permit. She provided the committee with a list of reasons to suspend or revoke the entertainment permit – violation of any ordinance or law, violation of the condition of the permit, material misrepresentation or failure to disclose material information in their application, or if the operation of the premise has become the proximate cause of an increase of disturbance on the premise or in the immediate vicinity of the premise. Councilor Hanson opened the floor to anyone who wished to speak.

Holli Bushnell reiterated that the volume of music at Orlando's Bar and Lounge continues to be extremely loud and disruptive to residents in the area. She also informed the committee that on 42 occasions over the course of 71 days (from the first sworn complaint on 8/4 until the second sworn complaint on 10/14) Orlando's ceased their music after 11pm as stipulated in their entertainment permit. She also detailed instances of graffiti, destruction of property, and public urination.

Mason asked if Bushnell could provide the committee with the late closures. Bushnell emailed these dates and times to Hovestadt who provided them to the committee.

Owners Sean Beauvais and Brandon Mossman called Matt Doliver, musician and sound technician employed by Orlando's, as their witness, he was sworn in by Hanson. Doliver detailed his own credentials and explained the importance of places to play, work, and make money during Covid-19. He stated that in his performances at Orlando's they have always ended at 11pm and has used a decibel reader to monitor sound (keeping the volume around 80 decibels). He affirmed that Orlando's is doing everything in their power to keep the sound level low and to end on time, stating that when he handles the sound he monitors the volume constantly. He also mentioned that he has been working with Mossman to design a sound panel board to block the sound from the alleyway. Doliver stated that this sound panel is an extensive and expensive endeavor, but they are willing to make the investment so they can hold outdoor performances next year.

Beauvais himself was sworn in and made a statement that since the first sworn complaint he's done everything in his power to improve the situation. He's done research to make check the zoning of his establishment and make sure he's complying with city sound guidelines. He has also purchased a decibel reader to insure the volume never exceeds the maximum of 80 decibels. Due to cost and the uncertainty of the pandemic he chose not to invest in sound dampening equipment. He stated that he would be willing to invest in sound dampening equipment if he had assurances that his outdoor entertainment permit would be approved next year.

Brandon Mossman stated that this weekend will likely be the last weekend they are able to hold outdoor entertainment. He also stated that they plan to work on the design for sound dampening over the winter, but that they don't want to spend the money to develop something unless they are certain they'll be able to re-open.

Mason asked if there would be any impediment to assigning an earlier stop time, from 11pm to 10:30pm. Beauvais stated that 8 to 11 is an industry standard timeframe. Hanson asked if the music had extended beyond 11pm since obtaining the outdoor entertainment permit. Beauvais stated that there may have been nominal later stoppage times (within 5 to 10 minutes of 11pm), but since the second complaint he has tried to be diligent in stopping on time.

The committee chose to deliberate in executive session following the Local Control Subcommittee meeting. A written recommendation will be issued on Thursday, 11/5/2020 and the recommendation will go before the full City Council on 11/9/2020.

## **From March 17, 2021 License Committee Meeting Minutes**

**4.01 Action: Outdoor Entertainment Renewal (2021-2022): Orlando's Bar and Lounge, 1 Lawson Lane, Suite 10**

Sean Beauvais spoke on behalf of Orlando's. He reiterated that the front patio has been a revenue driver and zoning ordinance 4.4.1 which describes the city's desire for commercial ventures taking precedence over residential as legal reason for his extended hour request. He stated that he and his partners have plans in place to improve sound dampening, which is something they plan to do regardless of whether or not they receive the extended hours they have requested.

Beauvais asked the committee and Joy Hovestadt to explain why they have sided with the residential complaints over a commercial venture when their business is in the downtown commercial area. He cited an operation on Church St that experienced similar complaints back in 2016 and commented that that business was addressed very differently than his. Hovestadt explained that the committee does have discretion to set conditions on permits under their purview. If there are additional disturbances or an increase in noise complaints the committee does have a responsibility to revoke or restrict a permit.

Beauvais reiterated his desire for outdoor entertainment hours from 4pm to 2am Monday through Friday and Saturday and Sunday 11am to 2am. For live entertainment the proposed hours would be Sunday 11am to 10:30pm, Monday and Tuesday 4pm to 10:30pm, Wednesday and Thursday 4pm to 1am, and Friday and Saturday 11am to 2am.

Bushnell asked if Beauvais could detail his proposed sound improvements. He said he was working with a builder and engineer to create a collapsible stage with a half hexagon back barrier with a sound dampening board. It would extend 2-3' on both sides and go around 8-10' high. This would mostly dampen the drummer and sound board.

Stromberg expressed her hesitance to approve the proposed times based on the fact that the restrictions from the previous hearing were never tested due to seasonal change.

Hanson reiterated the history of complaints concerning this business and also expressed hesitance to approve the later hours. He stated that he felt comfortable approving the proposed Sunday through Tuesday hours but would prefer that Wednesday through Saturday end at or before 11pm.

Hovestadt returned to explain that ordinance cited by Beauvais actually pertains to tenancy/occupancy and does not pertain to the day to day use of the buildings. The city does have a noise ordinance, but it does exempt entertainment permits. Ultimately the licensing committee is the proper place to address these issues.

At this point Chip Mason arrived and was able to weigh in on the discussion. He commented that he understood the applicant's frustration and informed Beauvais that he could bring the item before the full council if he felt it necessary.

Motion to approve the outdoor entertainment application with the following hours – Sunday 11am to 10:30pm, Monday through Thursday 4pm to 10:30pm, Friday 4pm to 11pm and Saturday 11am to 11pm.

Motion by Chip Mason, second by Jane Stromberg

Final Resolution: Motion Carries

Yea: Jack Hanson, Chip Mason, Jane Stromberg

## **From September 14, 2022 License Committee Meeting Minutes**

### **4.01 Sworn Complaint Regarding Orlando's, 1 Lawson Lane**

JS: Anybody wants to speak into this?

One of the audience stepped before the committee to deliver a verbal statement.

**Resident:** Has 2 records of Orlando's outdoor entertainment showing exceeding permitted hours of operations was last Wednesday night, music was loud on Thursday 10:38 pm. It's her 3<sup>rd</sup> time to come before the committee to ask that something be done to make Orlando's run their business within the permitted hours of operations. Last couple month's Orlando violated their permitted hours of operations. The resident feels frustrated and needs Orlando to stop violating their permits.

**JS:** Will go to committee discussion regarding this item. JS went down to Orlando and witnessed their violation herself. It's a chronic problem and we consulted our attorney to advise us on actions we can take.

**HM:** Actions can be taken:

1. Stop their entertainment permit.
2. Shortening their hours of operations
3. Add more conditions to their permit/license

First step is hearing, involves the complainant and representative from Orlando's

**BT:** If we received an application from Orlando's to renew next year we'll certainly remain mindful of the complaint you-the complainant- brought to the committee.

**BT:** Motion to move schedule a hearing on the complaint regarding Orlando's on a date to be determined by committee chair.

**JS:** Seconded motion.

**BT:** Amend the motion to recommend to the full council to schedule this complaint for a hearing on a date to be determined by the council president.

**JS:** Seconded

Motion approved.

**2023-2024 Indoor Entertainment Permit Renewals**  
**Regular City Council Meeting, Monday, April 17, 2023**

**Indoor:**

American Flatbread Burlington Hearth  
Bluebird Barbecue  
**Burlington Country Club – used to be noon-10pm, now 8am-10pm**  
Butter  
Despacito  
Drink  
Elks BPOE Burlington Lodge 916  
Finnigan's Pub  
Flynn Center for Performing Arts  
Foam Brewers & Deep City  
Hilton Burlington  
Hilton Garden Inn Burlington Downtown  
JP'S Pub  
Lincoln's  
Olde Northender Pub  
Orlando's Bar and Lounge  
Queen City Brewery  
Rasputin's  
Red Square  
Ri Ra, The Irish Pub  
Simple Roots Brewing  
Splash at the Boathouse  
St. John's Club  
**Switchback Brewing Co. – used to be 11am-midnight, now 9am-midnight**  
T. Rugg's Tavern  
The Friendly Toast  
The Gryphon  
The Skinny Pancake  
The Wallflower Collective  
Three Needs  
Vermont Comedy Club  
Vermont Pub & Brewery  
What Ales You



SWORN COMPLAINT  
LICENSING OR PERMIT VIOLATION

\_\_\_\_\_ Peddler Permit X Entertainment Permit \_\_\_\_\_ Sidewalk Café License (not CSM)  
\_\_\_\_\_ Other License or Permit \_\_\_\_\_

Name of Establishment Orlando's Bar Address 1 Lawson Ln Suite 10

Name of Complainant Holly Bushnell Contact Info \_\_\_\_\_

Date of alleged violation 7/8/2020, 7/9/2020 (and previous 3 weeks <sup>Wednesday</sup> ~~Thursday~~ - Saturday)

COMPLAINT

Now comes Holly Bushnell, Affiant and after being duly sworn on oath,  
deposes and says:

For the past month Orlando's has been holding nightly music performances Wednesday through Saturday nights. The music is extremely loud (completely clear up to 3 blocks away), + it consistently goes until 1 or 2am. I have called the police multiple times with noise complaints and nothing has changed. I have spoken to neighbors in my building (112 Pine St) as well as the building across the street (101 College St), + ~~most~~ <sup>many</sup> of us are struggling to sleep ~~through~~ with the bands playing so late.

(Additional Space on other side) →

Dated this 10 day of July, 2020 at Burlington, Vermont.

Holly Bushnell  
Affiant/Complainant



Subscribed and sworn to before me at Burlington, Vermont 10 day of July, 2018.<sup>20 T.C.</sup>

*Choleen*

Additionally, I took the liberty of examining Orlando's <sup>entertainment</sup> permit application. The map provided to the city does not show the layout being used (the stage is in the alley, next to the left of it, + there is no sound blocking being attempted). I also listened/watched Sean Beaudais, owner of Orlando's, present to the licensing committee. His description of ~~the~~ the events he planned to hold is as follows - "A mixture of salsa, jazz, blues - intimate + acoustic, with an occasional mellow DJ. Lightly amplified." He also stated that "there are no residents to worry about." Finally Sean repeatedly confirmed that music would stop at 11pm. He said this multiple times + it was confirmed by all 3 councillors + Lori Olberg.

The music has consistently been loud rock bands (song examples include "Wild Thing" and "Fame"). There has never been an acoustic element + the bands are heavily amplified w/ occasional <sup>screeching</sup> feedback. There <sup>have been</sup> dancing, cheering, raucous crowds until the wee hours of the morning.

~~I take absolutely no issue with the music going until 11pm, but 1 or 2am is way too late for this residential area.~~

I take absolutely no issue w/ music going until 11pm - even loud rock is fine, but 1 or 2am is way too late for this residential area.



SWORN COMPLAINT  
LICENSING OR PERMIT VIOLATION

\_\_\_\_\_ Peddler Permit    \_\_\_\_\_ Entertainment Permit    \_\_\_\_\_ Sidewalk Café License (not CSM)  
\_\_\_\_\_ Other License or Permit \_\_\_\_\_

Name of Establishment: Orlando's Bar and Lounge

Address: 1 Lawson Lane

Name of Complainant: Matt G. Paradise    Contact Info: m.g.paradise@gmail.com

Date of alleged violation: Ongoing

**COMPLAINT**

Now comes Matt G. Paradise, Affiant and after being duly sworn on oath, deposes and says:

Orlando's Bar and Lounge has been host to very loud outdoor concerts six nights a week and is disturbing me in my home at 115 Pine Street. It is particularly louder on the side of my apartment house that faces the 5-story apartment building next door known as South Square Apartments, the latter of which is for low-income elderly and disabled persons. This is the side of the building where my bedroom window faces. I had called the police a number of times over the last few months, and was informed that they couldn't do much about it because Orlando's was given a license to host live acts. I was then instructed to contact the Vermont Liquor Control Board by one of the officers, which is what I did. I filed at least three separate complaints with them, and was then referred to the County Clerk, resulting in the filling out of this form.

Current typical times for the music are between 8pm and 11pm, though it can start as much as 30-60 minutes earlier and run a little over on occasion. No two nights seem to be identical so times will vary but usually fall within this range. I get up at 6am for work so it can result in keeping me up, depriving me of some sleep. But, even during waking hours, it is immensely disturbing and negatively impacting my quality of life at home. Again, six days a week. Every week. For months now.

I have lived in the same apartment house for almost 27 years and feel I am well accustomed — and even used — to all sorts of typical downtown noise: drunks yelling, revving motorcycles, train horns, the city hall clock, and all of that. None of that compares to the sheer volume and persistence of the live music coming from Orlando's Bar and Lounge. It is unique in that regard.

For perspective: I initially thought it was a loud neighbor in my apartment house, given that it sounded that close by. To my shock, it was coming from Lawson Lane across the street, which means it is so loud that it sounds nearby.

This music is both too close to a residential area as well as too loud. The city should have never permitted this ongoing source of disturbance to happen.

Since the Liquor Control Board talked with the owner of Orlando's and informed him of this complaint, the owner has done nothing to actually remedy the situation. The music remains unbearably loud. It is my further concern that when the COVID restriction on closing times for bars expires, this music will persist into the late-night hours — six days a week — making the situation dramatically worse — which is to say that I am not open to the prospect of getting four hours of sleep six out of every seven days. That's unreasonable.

It is clear from their Facebook profile that they are well equipped to host concerts indoors, as the plethora of pictures on that social media page amply show. Of course, the real problem is the volume. So, whatever means by which the volume can be adequately addressed is of prime concern to me. I have no real knowledge of whether moving it indoors will automatically solve the problem, but I mention it in case it can. If it cannot, some other solution needs to be put into action.

Dated this 11th day of September, 2020 at Burlington, Vermont.

Matt G. Paradise  
Affiant/Complainant

Subscribed and sworn to before me at \_\_\_\_\_, Vermont \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

**BEFORE THE CITY COUNCIL LICENSING COMMITTEE**  
City of Burlington, Vermont

Hearing Re: Violation of Outdoor Entertainment Permit

---

**Notice of Decision**

---

This matter comes before the City Council Licensing Committee (“Committee”) on several complaints regarding Orlando’s Bar and Lounge’s operation of their Outdoor Entertainment Permit.

**Scope of Review**

This hearing was held pursuant to Burlington Code of Ordinances (B.C.O.) Section 19-18.

**Hearing of the Committee**

On September 29, 2020 the Committee discussed complaints received from neighbors alleging that Orlando’s Bar and Lounge continued playing outdoor amplified music past the time allowed by their permit. At this meeting the Committee informed Orlando’s that if the Committee continued receiving complaints, a hearing would be held to consider action against their permit. Additional complaints were received.

On November 4, 2020 the Committee held a hearing regarding alleged violations of Orlando’s Bar and Lounge’s Outdoor Entertainment Permit. The following witnesses offered sworn testimony before the Committee:

1. Holli Bushnell;
2. Sean Beauvais;
3. Brandon Mossman;
4. Matt Doliver.

The following witnesses submitted sworn complaints for the Committee’s consideration:

1. Matt G. Paradise;
2. Holli Bushnell.

**Finding of Fact**

After reviewing the evidence and testimony presented at the November 4, 2020 hearing the City Council Licensing Committee makes the following Findings of Fact:

1. Orlando’s Bar and Lounge was granted an Outdoor entertainment Permit by the City with a term from May 1, 2020 through April 30, 2021;

2. Orlando's Permit allows outdoor amplified music from 11am to 11pm, seven days a week;
3. Testimony was provided that on forty two occasions between August 12, 2020 and October 4, 2020 Orlando's did not stop their outdoor amplified music before 11pm;
4. In the majority of these incidents amplified music ceased before 11:15pm;
5. On five occasions music stopped after 11:20pm;
6. Neighbors of Orlando's are experiencing loud noise, which disrupts their ability to hear other media in their homes, and their ability to sleep;
7. Representatives from Orlando's disputed the fact that their music continued well past 11pm;
8. Orlando's has one set of speakers with which to amplify music, when live music outdoors ceases, Orlando's brings the speakers inside;
9. Orlando's is evaluating noise remediation measures for their outdoor area;
10. Orlando's demonstrated a desire to work with their neighbors to limit any disturbance that their music may cause.

### **Conclusions of Law**

The City Council Licensing Committee makes the following Conclusions of Law:

1. Orlando's Bar and Lounge has repeatedly continued playing amplified music outdoors past 11pm in violation of the conditions of their Permit;
2. Pursuant to BCO §19-18(d) the City Council may suspend or revoke Orlando's Outdoor Entertainment Permit for violating the conditions of the Permit;
3. Pursuant to BCO §19-18(c) the Committee may make recommendations to the City Council on the conditions of approval for entertainment permits.

### **Decision**

The City Council Licensing Committee recommends that the City of Burlington City Council amend the conditions of Orlando's Bar and Lounge's Outdoor Entertainment Permit from 11am through 10:30pm daily, and provide notice to Orlando's Bar and Lounge that if additional complaints are received alleging a violation of the Permit, the Council will consider a suspension or revocation of the Permit.

**SOUND IMPROVEMENTS FOR SUMMER 2021**

- we are working with a sound engineer to build a collapsible stage to include ample back soundboard to take into consideration the complaints of the past from neighbors at the end of the Lawson Lane Alley way.

# Orlando's continually violating permitted hours

Inbox



**Holli Bushnell** <holli.bushnell@gmail.com>

Sat, May  
21, 12:19  
AM

to jhanson, Joan, btraverse, lolberg

Good evening folks,

I'm writing you at 11:30pm while the strains of canned music from Orlando's outdoor speaker continues to blast more than a half an hour after their permitted hours have ended. In the six days they have had outdoor entertainment in 2022, they have violated their permitted hours 3 times: 5/5 the band stopped at 11:11 (almost 45 minutes after their 10:30 stop time), 5/14 the band stopped at 11:21, and tonight the band didn't stop until 11:13, and the canned music continues (it is now 11:42).

I am tired and I am frustrated. I am asking the license committee to do something to at least enforce Orlando's permitted hours...quite frankly I would like to request that their outdoor entertainment permit for the upper patio area be revoked due to their constant, flagrant violation of the permitted hours they requested.

I took the liberty of examining Orlando's new entertainment permit to see if they requested any changes. I found that they requested the exact same hours we agreed upon at last year's hearing. I also checked to see if they requested an extension to their hours on any of these nights, and they have not. I simply do not understand how a business can fail to follow the guidelines they set out for themselves half of the time... it seems to me, that they must either be extraordinary negligent or they simply do not care. I suspect it's the latter as they have not faced impactful consequences for their past infractions.

I would also like to point out that Orlando's has never made good on their promise to provide sound dampening. That promise was also part of the agreement we reached at the hearing, but has never been acted upon. The live performances continue to be so loud that I cannot hold a conversation in my own home without shouting.

The use of this space for outdoor entrainment was only approved as part of emergency measures developed during the height of the COVID-19 pandemic in 2020. Previous to that, this space was never used for live performance. American Flatbread did hold some outdoor music events (during Jazz Fest), however their stage was set up differently and that change prevented the volume issue. Also, Flatbread's performances were rare, not 6 nights a week for 3 months. As most covid relayed programs have ended and in light of the fact that this area was never previously used long term as entertainment space, I wonder if it might be time to end outdoor entertainment in this problematic area.



Is now 12:04 and the canned music is still playing. I'm going to try to go to bed again. Thank you for your time and consideration.

Holli Bushnell  
Ward 3



**Joan Shannon** <jshannon@burlingtontelecom.net>

Sat, May  
21, 9:02  
AM

to me

Hi Holli,  
I'm so sorry you're experiencing this. Can you tell me what time Orlando's opens? I can go down and talk to them today. Do you happen to have a copy of their permit? It would be helpful to go with that in hand. If I have to go down there at 11 pm with their permit in hand I will. I can engage Hayley from the City Attorney's office about this on Monday, but I don't want you to have another sleepless night in the mean time. Do you have any neighbors also experiencing this? It would be good if you weren't fighting this battle alone, but I know sometimes these things are more irritating to an individual, or one unit is more affected....it doesn't make the complaint any less valid. If they're not playing by the rules then they're not playing by the rules.

Please send any documents you have.

Thanks,  
Joan



**Holli Bushnell** <holli.bushnell@gmail.com>

Sat, May  
21, 11:09  
AM

to Joan

Hi Joan,

Oh my goodness! Thank you for getting back to me so quickly!

Orlando's opens at 5pm today. I don't have a copy of their permit alone, but I did download the outdoor entertainment permits from the 4/19 meeting when they were approved. The doc is attached, and their permit is on page 17.

I have a downstairs neighbor who has also expressed frustration with Orlando's, particularly in regards to the volume/lack of sound dampening, but also with their

inability to stop in time. My apartment definitely gets the worst of it, but it does affect the whole building and others have complained to me about it. I'm the only one who's willing to stand up at this point though.

I am so incredibly grateful for anything you can do to help. Please let me know if you need anything else from me. Thank you so so very much!

Holli

 [Outdoor EP Renwals.pdf](#)

**One attachment** • Scanned by Gmail



**Benjamin Traverse** [btraverse@burlingtonvt.gov](mailto:btraverse@burlingtonvt.gov) via [cityofburlingtonvt.com](#) [microsoft.c](#)

Wed,  
May 25,  
9:24 AM

to me

Holli -

I appreciate your email and hear your frustration. I understand your email prompted Councilor Shannon to connect directly with Orlando's. I hope this has some impact and I've offered to her, as I will to you, that I'm available to support whatever efforts are necessary to enforce the outdoor entertainment permit. I will also keep your note in mind for if and when Orlando's ever comes back before the City for a renewed permit.

Please feel free to reach out with any further questions or feedback.

Ben

**Ben Traverse**  
Ward 5 City Councilor  
[btraverse@burlingtonvt.gov](mailto:btraverse@burlingtonvt.gov)  
(802) 357-2055

## Lori Olberg

---

**From:** Joan Shannon  
**Sent:** Friday, April 14, 2023 3:56 PM  
**To:** Lori Olberg  
**Subject:** Fwd: Orlando's Timeline

Begin forwarded message:

**From:** Joan Shannon <[btv.reealty@gmail.com](mailto:btv.reealty@gmail.com)>  
**Subject:** Orlando's Timeline  
**Date:** November 9, 2022 at 2:31:48 PM EST  
**To:** City Council <[citycouncil@burlingtonvt.gov](mailto:citycouncil@burlingtonvt.gov)>  
**Cc:** Hayley McClenahan <[hmcclenahan@burlingtonvt.gov](mailto:hmcclenahan@burlingtonvt.gov)>, Lori Olberg <[lolberg@burlingtonvt.gov](mailto:lolberg@burlingtonvt.gov)>

Some people who received this message don't often get email from [btv.reealty@gmail.com](mailto:btv.reealty@gmail.com). [Learn why this is important](#)

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

There are many documents on Boarddocs and I find the information hard to absorb without a summary. Based on documents provided Nov 7 as well as minutes related to Orlando's licensing history, I created this timeline which I thought might be helpful (Complaint related issues highlighted in red):

| Orlando's Timeline |                                                                                |
|--------------------|--------------------------------------------------------------------------------|
| <u>Date</u>        | <u>Issue</u>                                                                   |
| 2/12/20            | Outdoor Ent Permit Sat & Sun only to 9pm Minimally amplified DJ or Solo artist |
| 6/9/20             | Outdoor Entertainment Permit to 11pm 7 days; DJ, Live, amplified music         |
| 7/10/20            | Complaint Holli Bushnell: Music 2+ hours past permit. Blocking alley           |
| 8/4/20             | Request to extend hours to 1 a.m                                               |

|          |                                                                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9/29/20  | Complaint Matt Paradise: Unbearably loud music that sometimes runs a little past the 11 pm permit                                                                                                                                                                                       |
| 10/14/20 | Complaint Matt Paradise (from 9/11/20)                                                                                                                                                                                                                                                  |
| 10/14/20 | Holli Bushnell testifies at public comment that Orlando's exceeding hours                                                                                                                                                                                                               |
| 10/16/20 | Email complaint from Holli Bushnell: exceeding permitted hours, extraordinarily loud, late night fight on patio, no sound dampening                                                                                                                                                     |
| 11/4/20  | Complaint Hearing re: Orlando's violation of outdoor entertainment permit                                                                                                                                                                                                               |
| 11/9/20  | Recommendation from Sub-Committee regarding change to Orlando's outdoor entertainmen permit and conditions                                                                                                                                                                              |
| 3/17/21  | Orlando's requests extended permit hours to 2 a.m. 7 days/week. States that they are working with sound engineer to build collapsible stage with ample back sound board to dampen noise. Sean Beauvais states they plan to build this noise dampening whether or not hours are extended |
| 3/22/21  | Outdoor Ent Permit Soday -Thurs 10:30 pm, Friday/Saturday 11pm                                                                                                                                                                                                                          |
| 7/12/21  | Orlando's requests extension of Outdoor entertainment permit to midnight on Thursdays and 12:30 a.m. Friday and Saturday                                                                                                                                                                |

|         |                                                                                                                                       |
|---------|---------------------------------------------------------------------------------------------------------------------------------------|
| 3/22/22 | Renewal of outdoor entertainment permit. Sunday to Thursday 10:30 pm, Friday/Saturday 11 pm                                           |
| 4/19/22 | License renewal request for outdoor entertainment Sunday-Thurs 10:30 pm and Friday/Saturday 11 pm                                     |
| 9/9/22  | Sworn Complaint Holli Bushnell re: Orlando's exceeding permitted Outdoor entertainment hours.                                         |
| 11/7/22 | Public Hearing of complaint. Additional complaint from Celia Dooley and Kelly McInerney regarding loud music and blocking Lawson Lane |

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.



Entertainment License · Add to a project



Expiration Date

Active



CTE-23-5

\* Recommended for approval @ 4/12/23 LC mtg



Details

Submitted on Mar 21, 2023 at 11:13 am



Attachments

0 files



Activity Feed

Latest activity on Apr 7, 2023

Applicant

Tim Halvorson

Indoor EP - NEW -

Halvorsen's Upstreet Cafe



Location

12-18 Church Street, Burlington, VT 05401



Timeline

Wednesday - Saturday

Wed/Thurs  
6:30pm - 10:00pm

Add New ▾

check number 16632 in the amount of \$200: indoor EP and outdoor EP renewal

Paid Apr 7, 2023 at 11:33 am

Entertainment License Fee Payment

Paid Apr 7, 2023 at 11:34 am

City Council Approval

In Progress

Fri/Sat

6:30pm - 11:00pm

12:00pm - 11:00pm

Mar 21

Apr 07

Standard Entertainment Conditions 2022-2023 Permit Year

Document

## Establishment Information

Entry of all information with an asterisk \* is required.

Establishment Name (DBA) \* ?

Halvorson's Upstreet Cafe

Establishment Street Address \*

16 Church Street

Establishment City, State Zip \*

Burlington, VT, 05401

Establishment Phone \* ?

8026580278

Establishment Owner (Legal Name) \* ?

Timothy Halvorson

Legal Owner Mailing Street Address \*

10 Church Street

Legal Owner Mailing City, State Zip \*

Burlington, VT, 05401

Contact Person Name \* ?

Timothy Halvorson

Contact Email Address \*

ebstrongs@gmail.com

Contact Phone \* ?

802-238-5410

## Application Information

Entry of all information with an asterisk \* is required.

License for Indoor or Outdoor or Both \*

Indoor & Outdoor

Occupant Load \*



146

Number of Restrooms \*

2

Number of Egresses \*

3

Date of Last Fire Safety Inspection \*

03/01/2023

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

☐

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.

Wednesday Start Time \*

6:30 PM

Wednesday End Time \*

10:00 PM

Thursday Start Time \*

6:30 PM

Thursday End Time \*

10:00 PM

Friday Start Time \*

6:30 PM

Friday End Time \*

11:00 PM

Saturday Start Time \*

12:00 Noon

Saturday End Time \*

11:00 PM

Outdoor entertainment Types; Check all that Apply

## Outdoor Entertainment Types

Live Instrumental Music



Live Vocal Music



Jukebox / Boom Box / Ipod



Disc Jockey





# Ellie's Club outdoor EP - NEW

## Outdoor Entertainment Types

Live Instrumental Music

Live Vocal Music

Jukebox / Boom Box / Ipod

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

\* recommended for approval  
@ 4/12/23 Jc mtf lo

• 9pm end time

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 \*

8:00 AM

Sunday End Time \*

~~2:00 AM~~ 9pm

Monday Start Time \*

8:00 AM

Monday End Time \*

~~2:00 AM~~ 9pm

Tuesday Start Time \*

8:00 AM

Tuesday End Time \*

~~2:00 AM~~ 9pm

Wednesday Start Time \*

8:00 AM

Wednesday End Time \*

~~2:00 AM~~ 9pm

Thursday Start Time \*

8:00 AM

Thursday End Time \*

~~2:00 AM~~ 9pm

Friday Start Time \*

8:00 AM

Friday End Time \*

~~2:00 AM~~ 9pm

Saturday Start Time \*

8:00 AM

Saturday End Time \*

~~2:00 AM~~ 9pm

## **VT Division of Liquor Control Licenses**

Identify any of the State DLC Licenses below that are required for the Establishment.

First Class Liquor License \*

Yes

Second Class Liquor License \*

No

Third Class Liquor License \*

Yes

Outside Consumption Permit \*

Yes

---

### **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. \*

Marcia M. Corey

Apr 7, 2023





Home /DLLLicenseManagment/s/

Application  
DLL - Application - 24201

Approve

Reject

Applicant Action Required

Town Payment Received

Download

#### APPLICATION DETAILS

#### RELATED INFORMATION

##### ▼ Application Information

DLL - Application Id

DLL - Application - 24201

External Status

Application sent to municipality

Business Entity Name

802APOTH LLC

Town Clerk/ Municipal Jurisdiction

Burlington

Phone number:

Historical Id

TOBC

Applicant Email

[true802canna@gmail.com](mailto:true802canna@gmail.com) (<mailto:true802canna@gmail.com>)

Application Type <sup>①</sup>

License

Renewal Application

Application For

Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

License/Permit Location Description

Eligibility of Tobacco Fee waiver

No

Town Fee

0

Business Entity Phone

8025401420

##### ▼ Location Details

Physical Location Name <sup>①</sup>

True-802 Cannabis

Physical Location City/Town

Burlington

Physical Location Street 1

132 Church Street

Physical Location State

Vermont

Physical Location Street 2/Unit/Suite

Physical Location Zip

05401

\* recommended for approval @ 4/12/23 lc mtf  
lo



Home (/DLLLicenseManagment/s/)

Application  
DLL - Application - 23980

Approve

Reject

Applicant Action Required

Town Payment Received

Download

#### APPLICATION DETAILS

#### RELATED INFORMATION

##### ▼ Application Information

DLL - Application Id

DLL - Application - 23980

External Status

Application sent to municipality

Business Entity Name

The Herb Closet, LLC

Town Clerk/ Municipal Jurisdiction

Burlington

Phone number:

Historical Id

TOBC

Applicant Email

[theherbclosetvt@gmail.com](mailto:theherbclosetvt@gmail.com) (<mailto:theherbclosetvt@gmail.com>)

Application Type ❶

License

Renewal Application

Application For

Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

License/Permit Location Description

Eligibility of Tobacco Fee waiver

No

Town Fee

0

Business Entity Phone

8023245483

##### ▼ Location Details

Physical Location Name ❶

The Herb Closet, LLC

Physical Location City/Town

Burlington

Physical Location Street 1

196 Pearl Street

Physical Location State

Vermont

Physical Location Street 2/Unit/Suite

Physical Location Zip

05401

\* recommended for approval ❷  
4/12/23 for mtg to



Home (/DLLicenseManagment/s/)

Application  
DLL - Application - 25127

Approve

Reject

Applicant Action Required

Town Payment Received

Download

#### APPLICATION DETAILS

#### RELATED INFORMATION

##### ✓ Application Information

Primary Phone No

Primary Contact Person

DLL - Application Id

DLL - Application - 25127

Internal Status

Application sent to municipality

Business Entity Name

The Herb Closet, LLC

External Status

Application sent to municipality

Business Entity Phone

8023245483

Historical Id

TSEP

Foundational License

Application Type

Permit

Renewal Application

Application Category

Tobacco

Town User Approval/Rejection Comments

Application For

Tobacco Substitute Endorsement

Contact Engagement

Applicant Email

[theherbclosetvt@gmail.com](mailto:theherbclosetvt@gmail.com) (<mailto:theherbclosetvt@gmail.com>)

Applicant Name:

Applicant Action Comments

License/Permit Location Description

*\* Recommended for approval @ 4/12/23 Jc  
mtg lo*

##### ✓ Event Details

Start date of event

End date of event

Physical Location Street 1

196 Pearl Street

**2023-2024 Outdoor Entertainment Renewals**  
**Regular City Council Meeting, Monday, April 17, 2023**

**Outdoor:**

American Flatbread Burlington Hearth

Beach House

Burlington Country Club

Butter

**Farmhouse Tap & Grill – Sat & Sun used to open at noon. Monday through Friday used to open at 4 pm. Now 11am-Midnight every day.**

**Foam Brewers & Deep City – Friday and Saturday used to close at 11pm, now midnight**

Halvorson's Upstreet Cafe

Hilton Burlington

Honey Road

Main Street Landing

Queen City Brewery

Red Square

Ri Ra, The Irish Pub

Shanty on the Shore

Splash at the Boathouse

Switchback Brewing Co.

The Gryphon

The Skinny Pancake

**Vermont Lake Monsters – used to open at 11am, now noon**

Vermont Pub & Brewery



---

## Memo

*Date:* April 17<sup>th</sup>, 2023

*To:* City Council

*From:* Chapin Spencer, Public Works Director  
Phillip Peterson P.E., Public Works Engineer

*CC:* Norm Baldwin, DPW, Division Director – Technical Services, City Engineer  
Rob Goulding, DPW, Public Information & Customer Service Manager  
Kara Alnasrawi, Business & Workforce Development, Director  
Will Clavelle, Business & Workforce Development, Business Support & Policy Mgr.

*Subject:* Winooski Avenue Corridor Study Implementation Update

---

This briefing memorandum is being provided to the City Council in response to the 3-21-2022 City Council resolution on North Winooski Avenue requesting an April 2023 Council update.

### **Winooski Avenue Project Milestones:**

2018-2020: Winooski Avenue Corridor Study developed and completed  
3-9-2020: City Council resolution  
Fall 2020: South Winooski Ave lane reassignment and signal timing completed downtown  
2020-2022: North Winooski Ave Parking Management Plan developed and completed  
2-14-2022: DPW Director recommends phasing implementation along North Winooski Ave  
3-21-2022: City Council resolution (Attachment-4)  
11-7-2022: DPW provides written City Council update  
2-15-2023: DPW Commission approves North Winooski Ave traffic regulation changes  
4-17-2023: DPW provides additional written City Council update  
April 2023: Expected start of milling street surface for State paving project  
June 2023: Expected paving of North Winooski Ave with new lane configuration

### **2022 City Council Resolution:**

The City Council's March 21, 2022 resolution supported the continued implementation of the Winooski Avenue Corridor Study (<https://www.ccrpcvt.org/our-work/transportation/current-projects/corridors-circulation/winooski-avenue-corridor-study/>) along the northern end of the project corridor with the following direction:

- Advance the Winooski Ave Corridor Study recommendations only the northern two blocks in the near term, as recommended by the DPW Director, reducing on-street parking reduction from 82 spaces to 40 spaces *[Staff has proceeded with this direction]*
- Request VTrans push back the paving schedule of North Winooski Avenue until 2023 *[Staff made the request and obtained VTrans support]*
- Provide up to \$15,000 of seed funding for businesses and non-profits north of Union Street to implement transportation demand management (TDM) services *[Staff managed a grant program and disbursed the funds to five (5) North Winooski business and organizations]*
- Engage CATMA to assist participating businesses and non-profits in developing their TDM services *[Staff has continued to encourage CATMA to support North Winooski businesses and organizations]*
- Allocate City funds to operate the Green Mountain Transit City Loop fare-free by July 1, 2023 in an amount not to exceed \$52,000 *[Staff will include this in the FY24 budget for Council's consideration]*
- DPW Staff actively work with North Winooski Avenue businesses and non-profits to attempt to secure off-street public parking options *[Staff has actively worked with entities and has secured some off-street public parking options:*
  - *The City has provided a proposal to property owners to have the City manage off-street parking during off-peak times and share 80% of the revenues with the owner, see Attachment-3. Discussions with businesses and organizations regarding this opportunity are ongoing.*
  - *Vermont Legal Aid has said that they will be offering adjacent businesses affected by the roadway changes, and their customers, an opportunity to use their 274 North Winooski Avenue parking lot during nights and weekends. There are approximately 20-25 spaces in this lot. At this time, VT Legal Aid does not want/need the City to manage this as a paid after-hours lot as they plan to manage the lot under their own terms and without a charge.*
  - *Burlington Housing Authority has offered 5 to 6 off-street spaces to the Community Health Centers (CHC) for their employees and the two organizations are working out the details on this arrangement.*
  - *The condo owners at the former bus barn (323-343 North Winooski Ave) have indicated to City staff that they will continue with the current practice of sharing off-street spaces among all condo owners, employees and customers and will revisit later in the summer once the new lane configuration is implemented.*
  - *The Community Health Centers has undertaken some conceptual planning for a potential additional off-street parking facility adjacent to their parcel, but site constraints are presenting high development hurdles and large overall costs. DPW technical staff will be reviewing the CHC conceptual design to see if we can suggest approaches that might make such a project more feasible.]*
- DPW proactively engage stakeholders to develop regulatory changes for the remaining on-street parking spaces that best balance the needs of the corridor's various stakeholders *[Staff sought feedback on proposed regulatory changes, updated the recommendations based on public input, and secured DPW Commission approval – see below]*

- DPW should advance the implementation of bike lanes in both directions on North Winooski Avenue north of Union Street in coordination with the 2023 VTrans paving project *[Staff proceeding with this direction]*

### **Parking Count Summary:**

- Current on-street parking spaces (between Union and Riverside): 101
- Future on-street parking spaces (between Union and Riverside): 61
- Net reduction in on-street parking (between Union and Riverside): 39%
- Number of time-limited parking spaces approved by the DPW Commission: 24
- Number of loading zone spaces approved by the DPW Commission: 5
- Number of BHA off-street spaces opened to Community Health Center: 5 or 6
- Number of VT Legal Aid spaces available nights and weekends: ~20-25
- Change in parking count on side streets and lower North Winooski: None

### **On-Street Parking Regulation Changes:**

The physical design of an urban street like North Winooski Avenue poses a number of challenges for accommodating a broad range of transportation modes and a diversity of street users. Many of these challenges are a consequence of competing demands and desires within the street and a need to balance the needs of diverse uses.

Consolidating the on-street parking on the west side of North Winooski Avenue (between Union St and Riverside Ave) enables the City to add bike lanes in this section and close a critical gap in the dedicated bicycle facility network between downtown Burlington and downtown Winooski. Developing this N/S bicycling corridor was a key recommendation in the City's 2017 bike/pedestrian master plan (planBTV Walk/Bike). Once this gap is closed, the final remaining gap will be across the Winooski River Bridge and a Federal grant has been secured to build a new bridge in the next 3-6 years that will include protected bike/pedestrian facilities.

At the February 15, 2023 meeting of the Public Works Commission, they approved the on-street traffic regulations to facilitate this next phase implementation of the Winooski Avenue Transportation Study (<https://www.ccrpcvt.org/our-work/transportation/current-projects/corridors-circulation/winooski-avenue-corridor-study/>). The traffic regulation approvals include removing parking on the east side of North Winooski from Union to Riverside. By consolidating on-street parking to the west side of North Winooski Avenue between Union Street and Riverside Avenue, it allows for the installation of bike lanes while retaining the majority of on-street parking resources for the needs along this section of North Winooski Avenue. The time limited parking will help accommodate turnover needs for local restaurants, businesses, and non-profits. The vehicle loading zones will be used to accommodate the deliveries of businesses as well as customers and residents who need to do quick loading and unloading. The accessible (ADA) parking will accommodate ADA needs in the area. See Attachment-1.

The State of Vermont (VTrans) and the City will begin repaving activities on North Winooski Avenue in late April of 2023. The approved changes will not become effective until after paving is complete (projected to be sometime in June), see Attachment-2. Originally the contractor requested to make the parking change in late April to facilitate the paving project, but DPW Staff said the community needed the extra time to best prepare for the changes.

Specifically, the DPW Commission approved the following at the 2/15/23 meeting:

1. Two (2) 15-minute parking spaces on North Winooski Avenue.
2. Four (4) 30-minute parking Spaces on Riverside Avenue.
3. Thirteen (13) 2-hour spaces along North Winooski Avenue.
4. Three (3) 2-hour spaces on Archibald Street.
5. Two (2) 2-hour spaces on Decatur Street.
6. Five (5) vehicle loading spaces on North Winooski Avenue.

It's important to note the time limited spaces will become unrestricted during nighttime which will allow for local residents to utilize these spaces for unrestricted parking during overnight hours.

### **Public Engagement:**

DPW Staff, Business & Workforce Development Staff and a few City Councilors have been involved in an ongoing public engagement effort along the corridor. Staff has canvassed the street twice and followed up with businesses and organizations to solicit input on the project, provide notice of the \$15,000 grant opportunity, share information on the City's business support services including the new micro loan program, etc.

As it relates to the attached traffic regulation amendments, DPW and Business & Workforce Development Staff engaged local businesses directly on proposed traffic regulation amendments. DPW sought input from local businesses and residents on how the future North Winooski on-street parking, and the adjacent spaces on side streets, should be regulated. DPW Staff mailed flyers to residents and businesses on North Winooski between Union and Riverside. DPW also emailed local businesses, residents, and other interested parties in the City the proposed traffic regulation changes. Based on public input, Staff made adjustments to the proposed traffic regulation amendments. Staff received several emails and phone calls as it relates to this project. The communications overall were relatively split between those supporting and opposing the project with a slight majority of communications supporting the reconfigured street to accommodate the bike lanes on these two blocks.

### **North Winooski Project Next Steps:**

1. Late-April 2023: VTrans Class-1 Milling of North Winooski Ave.
2. June 2023: Paving and Striping of North Winooski Ave; traffic regulations will become effective.
3. Ongoing: Communications with North Winooski Ave stakeholders, especially once the changes are implemented to understand whether any additional action is needed.

Please don't hesitate to contact us for any reason (Chapin Spencer [cspencer@burlingtonvt.gov](mailto:cspencer@burlingtonvt.gov), Phillip Peterson [ppeterson@burlingtonvt.gov](mailto:ppeterson@burlingtonvt.gov)).

### **Attachments:**

1. Traffic regulation amendments
2. Traffic regulations site map
3. City shared parking proposal for North Winooski Ave property owners
4. 3-21-22 City Council resolution regarding North Winooski Ave



# CITY OF BURLINGTON

In the Year Two Thousand Twenty-three

## A Regulation in Relation to

Rules and Regulations of the Traffic Commission—  
Section 7 No-parking Areas.  
Section 7A Accessible spaces designated.  
Section 9 Fifteen-minute parking.  
Section 10 Two-hour parking.  
Section 10-1 Time limits two-hour parking.  
Section 11 One-hour parking.  
Section 11-1 Thirty-minute parking  
Section 12-1 No parking except vehicles loading or unloading.

Sponsor(s): Department of Public Works

Action: Approved

Date: 2/15/2023

Attestation of Adoption:

Phillip Peterson, PE

*Public Works Engineer, Technical Services*

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

**It is hereby Ordained** by the Public Works Commission of the City of Burlington as follows:

That Appendix C, Rule and Regulations of the Traffic Commission, Section 7 No-parking areas, Section of the Code of Ordinances of the City of Burlington is hereby amended as follows:

### Section 7 No parking areas.

No person shall park any vehicle at any time in the following locations:

(1)-(114) As written.

(114) ~~In front of the handicap walkway at 358 North Winooski Avenue for a distance of eight (8) feet. On the east side of North Winooski Avenue beginning at North Union Street and extending north to Riverside Avenue.~~

(115)-(286) As written.

(287) ~~In the space in front of 343 North Winooski Avenue. Reserved.~~

(288)-(365) As written.

(366) ~~On the east side of North Winooski Avenue for a distance of 90 feet from North Union Street. Reserved.~~

(367)-(450) As written.

(451) ~~On the east side of North Winooski Avenue for a distance of fifteen (15) feet immediately south of the driveway to 274 North Winooski Avenue. Reserved.~~

(452)-(500) As written.

(501) ~~On the east side of North Winooski Avenue for a distance of fifty (50) feet in front of # 246. Reserved.~~

(502)-(556) As written.

(557) ~~For twenty (20) feet south of the southernmost driveway entrance at 242 North Winooski Avenue. Reserved.~~

(558)-(581) As written.

### Section 7A Accessible spaces designated.

No person shall park any vehicle at any time in the following locations, except automobiles displaying special handicapped license plates issued pursuant to 18 V.S.A. § 1325, or any amendment or renumbering thereof:

(1)-(147) As written.

- (148) ~~On the east side of North Winooski Avenue, in the space immediately north of the driveway to 264 North Winooski Avenue.~~ On the west side of North Winooski Avenue in the first space south of the driveway at 321 North Winooski Avenue.  
(149)-(173) As written.

#### **Section 9 Fifteen-minute parking.**

- (a) No person shall park a vehicle longer than fifteen (15) minutes, between the hours of 8:00 a.m. and 10:00 p.m., Sundays and holidays excepted, in the following areas:

- (1)-(42) As written.  
(43) ~~In the parking space in front of 366 North Winooski Avenue.~~ Reserved.  
(44)-(60) As written.  
(61) ~~In the parking space in front of 294 North Winooski Avenue.~~ Reserved.  
(62)-(75) As written.  
(76) ~~In the parking space in front of 236 North Winooski Avenue.~~ Reserved.  
(77)-(126) As written.

- (b) No person shall park any vehicle, at any time, longer than fifteen (15) minutes at the following locations:

- (1)-(19) As written.  
(20) ~~In the 2 spaces between the driveways at 294 North Winooski Avenue.~~ On the west side of North Winooski Avenue in the sixth and seventh space north of the driveway at 321 North Winooski Avenue from Noon to 9 p.m.  
(21)-(34) As written.

- (c)-(d) As written.

#### **Section 10 Two-hour parking.**

No person shall park a vehicle for a period longer than two (2) hours between the hours of 8:00 a.m. and 6:00 p.m., Sundays and holidays excepted, in the following locations:

- (1)-(18) As written.  
(19) ~~On the east side of North Winooski Avenue beginning sixty (60) feet south of Riverside Avenue and continuing for sixty (60) feet south.~~ On the west side of North Winooski Avenue in the first three (3) spaces south of Riverside Avenue.  
(20) As written.

#### **Section 10-1 Time limits two-hour parking.**

No person shall park a vehicle for a period longer than two (2) hours in the following locations:

- (1) On the west side of North Winooski Avenue in the first four (4) spaces north of the driveway at 321 North Winooski Avenue from Noon – 9 p.m.  
(2) On the south side of Archibald Street in the first three spaces west of North Winooski Avenue from 3 p.m. – 9 p.m.  
(3) On the west side of North Winooski Avenue in the first four (4) spaces north of the driveway at 241 North Winooski Avenue from 3 p.m. – 9 p.m.  
(4) On the west side of North Winooski Avenue in the first two (2) spaces north of Decatur Street from 5 p.m. – 9 p.m.  
(5) On the north side of Decatur Street in the first two (2) spaces west of North Winooski Avenue from 5 p.m. – 9 p.m.

### **Section 11 One-hour parking.**

(a) No person shall park a vehicle for a period longer than one (1) hour between the hours of 8:00 a.m. and 6:00 p.m., Sundays and holidays excepted, in the following locations:

(1)-(11) As written.

(12) ~~On the north side of North Winooski Avenue in the first three (3) spaces south of Riverside Avenue.~~

(13) As written.

(b)-(e) As written.

### **Section 11-1 Thirty-minute parking.**

No person shall park any vehicle, at any time, longer than thirty (30) minutes at the following locations:

(1)-(15) As written.

(16) ~~On the west side of North Winooski Avenue in the second and third space south of the driveway at 241 North Winooski Avenue. The restriction is in effect Monday through Friday, 7:30 a.m. to 9:30 a.m. and 3:30 p.m. to 5:30 p.m., holidays excepted. On the south side of Riverside Avenue in the first three spaces west of North Winooski Avenue. The restriction is in effect Monday through Friday, 9:00 a.m. to 4:00 p.m., holidays excepted.~~

(17) As written.

### **Section 12-1 No parking except vehicles loading or unloading.**

No person shall park a vehicle at the following locations unless engaged in loading or unloading the vehicle:

(1)-(28) As written.

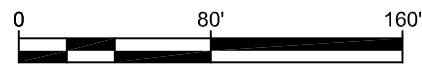
(29) ~~On the east side of North Winooski Avenue in front of 258 North Winooski Avenue starting immediately south of the 258 North Winooski Avenue parking lot entrance and extending sixty (60) feet southward between the hours of 8:00 a.m. and 10:00 a.m. and between the hours of 2:00 p.m. and 4:00 p.m. Monday through Friday. On the west side of North Winooski Avenue in the fifth, sixth, and seventh space north of the driveway at 321 North Winooski Avenue from 7 a.m. – Noon.~~

(30) Reserved. On the west side of North Winooski Avenue in the first two (2) spaces south of the driveway at 237 North Winooski Avenue from 7 a.m. – 2 p.m.

\*\* Material stricken out deleted.

\*\*\* Material underlined added.





SCALE: 1" = 80'



NORTH WINOOSKI AVENUE  
PARKING REGULATORY  
CHANGES

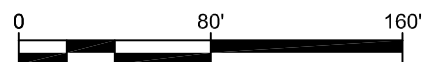


**BURLINGTON  
PUBLIC WORKS  
ENGINEERING DIV.**

645 PINE STREET  
BURLINGTON, VT 05401  
(802) 863-9094  
(802) 863-0466 (Fax)

|                  |                     |
|------------------|---------------------|
| DESIGNED:<br>PMP |                     |
| DATE:<br>PMP     | SCALE:<br>1"=80'    |
| CHECKED:<br>CS   | DATE:<br>02/15/2023 |
|                  | SHEET 1 OF 2        |





SCALE: 1" = 80'



NORTH WINOOSKI AVENUE  
PARKING REGULATORY  
CHANGES



**BURLINGTON  
PUBLIC WORKS  
ENGINEERING DIV.**

645 PINE STREET  
BURLINGTON, VT 05401  
(802) 863-9094  
(802) 863-0466 (Fax)

|                  |                     |
|------------------|---------------------|
| DESIGNED:<br>PMP |                     |
| DATE:<br>PMP     | SCALE:<br>1"=80'    |
| CHECKED:<br>CS   | DATE:<br>02/15/2023 |
|                  | SHEET 2 OF 2        |





# City of Burlington Parking Services

645 Pine Street Burlington VT 05401 :: [www.burlingtonvt.gov/DPW/parking](http://www.burlingtonvt.gov/DPW/parking)



## ***North Winooski Stakeholders – Support Your Neighbors & Your Business!***

In recognition of the upcoming 2023 paving project that will consolidate on-street parking to the west side of North Winooski Avenue between Union and Riverside, the City's Parking Services team is ready to offer North Winooski Avenue property owners simple, income-producing management services for your parking lots to maximize off-street parking.

In talking with many entities along the corridor in 2022, the concept of opening parking lots to public use seemed daunting and complex. We've listened. **The City's Parking Services can manage parking for property owners or businesses and provide 80% of the net parking revenue to the host entity.**

**You're in control.** Property owners / businesses set the parameters of what public parking you'd allow, when you'd allow it and under what terms. Specifically, you:

- ✓ Decide the times when your lot has extra capacity and you'd welcome public parking and/or permit parking – maybe nights and weekends
- ✓ Tell us when you want us to enforce to ensure proper use and payment of lot and whether you want us to tow
- ✓ Tell us whether you want to allow general public parking or just a certain number of pre-paid monthly permits
- ✓ Receive 80% of all net parking revenues from your lot through our parking payment platform
- ✓ End the public parking arrangement, when desired, with two weeks' notice

For all options, the City is ready to:

- Provide lot signage (related to the public parking rates and terms)
- Provide the payment system (mobile pay through ParkMobile only)
- Provide enforcement and towing services
- Provide the host entity a check quarterly for 80% of the net revenue collected from your lot

Owners will need to:

- Sign an agreement with the City of Burlington Parking Services
- Continue maintenance of the parking facility
- Continue insurance coverage on the property
- Designate a point person to work with Parking Services

Revenue generated by enforcement will be kept by Parking Services to cover enforcement activities.

***Want to discuss this opportunity more? Reach out any time!***

Jeff Padgett, Division Director for Parking and Traffic, [jpadgett@burlingtonvt.gov](mailto:jpadgett@burlingtonvt.gov), 802-863-0460

## Resolution Relating to

North Winooski Avenue Parking Management Plan and Bike Lane Installation

**RESOLUTION 6.02**

Sponsor(s): Transportation, Energy, and Utilities Committee

Introduced: 03/21/22

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

Action: adopted as amended

Date: 03/21/22

Signed by Mayor: 03/29/22

## CITY OF BURLINGTON

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

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

1 That WHEREAS, the City Council's March 9, 2020 Resolution relating to the Winooski Avenue  
2 Transportation Study identified interim improvements for North Winooski Avenue that would advance the  
3 Study's corridor vision; and

4 WHEREAS, the resolution was informed by the unanimous recommendation of a fourteen-member  
5 Project Advisory Committee that met over the course of eighteen months and heard from hundreds of  
6 members of the public before making their recommendation to add separate bicycle facilities the length of the  
7 corridor; and

8 WHEREAS, the resolution directed the removal of parking to make way for separated bike facilities in  
9 both directions for the entire Winooski Avenue corridor, which the resolution stated would be implemented  
10 for South Winooski Avenue in 2020, and North Winooski Avenue in 2021; and

11 WHEREAS, the interim improvements process laid out in the resolution also included a joint City  
12 Council-Stakeholder Committee (Committee) that would review and approve a North Winooski Avenue  
13 Parking Management Plan (NWPMP) prior to the installation of dedicated bike lanes in both directions  
14 between Pearl Street and Riverside Avenue; and

15 WHEREAS, the City Council resolved that the NWPMP would identify practical strategies for  
16 balancing parking supply and demand north of Pearl Street, with the goal of meeting essential parking needs  
17 while freeing up space for bike lanes; and

18 WHEREAS, the NWPMP study area included all of North Winooski Avenue and the side streets one  
19 block from the corridor; and

20 WHEREAS, parking supply and demand north of Pearl Street was based on pre-pandemic parking  
21 counts, direct community feedback through a web-based survey and Committee meetings, and national  
22 parking models for site-specific parking demand; and

23 WHEREAS, essential parking needs were identified as those to access social services, park within one-  
24 block for residential parking, loading for businesses, and visitors to businesses; 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 .....

\* \* \* \* \*

Attest:



25 WHEREAS, the NWPMP recommended practical strategies to balance on-street parking through time-  
26 limited parking regulations, tactics to reduce demand, and off-street opportunities for shared parking; and

27 WHEREAS, the NWPMP recommended phased implementation to include the section north of Union  
28 Street, with the existing southbound bike lane on North Winooski Avenue remain paired with the northbound  
29 bike lane on North Union Street; and

30 WHEREAS, by a vote of 4 to 3 the Committee approved a motion stating that the NWPMP fails to  
31 meet essential parking needs for residents, businesses, and service providers; and

32 WHEREAS, the Committee recommended parking removal be paused while the Department of Public  
33 Works (DPW) obtains signed agreements for shared off street parking, improve transit with 15-minute  
34 headways and amenities, pilot a bike lane north of Union Street, improve crosswalks and signage with  
35 repaving, and present a new NWPMP in collaboration with low-income and immigrant-owned businesses,  
36 social service agencies, and tenants; and

37 WHEREAS, the Committee recommendations conflict with the unanimous recommendations of the  
38 Project Advisory Committee and also conflict with the March 9, 2020 City Council Resolution and therefore  
39 new guidance is required for the City's work along North Winooski Avenue;

40 NOW, THEREFORE, BE IT RESOLVED that the NWPMP City Council-Stakeholder Committee  
41 completed its work and the City Council gratefully acknowledges and thanks the volunteer members of the  
42 Committee for their year-long efforts; and

43 BE IT FURTHER RESOLVED that the City formally requests that the Vermont Agency of  
44 Transportation (VTrans) push back the paving schedule of North Winooski Avenue between Union Street and  
45 Riverside Avenue until 2023 to allow the community additional time to prepare for the interim improvements;  
46 and

47 BE IT FURTHER RESOLVED that the City provide up to \$15,000 of seed funding, allocated from the  
48 FY'22 City Council Initiatives fund, for businesses and non-profits north of Union Street to implement,  
49 expand, or access transportation demand management (TDM) services; and

50 BE IT FURTHER RESOLVED that the City requests the engagement of the Chittenden Area  
51 Transportation Management Association (CATMA) to assist participating businesses and non-profits in  
52 developing their TDM services; and

53 BE IT FURTHER RESOLVED that the City Council authorizes funding be allocated from the Traffic  
54 Fund (Fund 264) to operate, at a minimum, the Green Mountain Transit City Loop fare-free by July 1, 2023 in  
55 an amount not to exceed \$52,000; 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 .....

\* \* \* \* \*

56 BE IT FURTHER RESOLVED that the City Council respectfully requests that the DPW staff actively  
57 work with North Winooski Avenue businesses and non-profit organizations, most notably those whose  
58 clientele represent historically vulnerable populations, north of Union Street to attempt to identify off-street  
59 parking options prior to removing on-street parking; and

60 BE IT FURTHER RESOLVED that the City, acting through the DPW, should advance the  
61 implementation of bike lanes in both directions on North Winooski Avenue north of Union Street in  
62 coordination with the 2023 VTrans paving project with a target completion of September 2023; and

63 BE IT FURTHER RESOLVED that the City Council requests DPW proactively engage stakeholders  
64 along North Winooski Avenue north of Union Street, with a particular emphasis on businesses owned by  
65 Black, Indigenous, and other people of color, to develop recommended regulatory changes for the remaining  
66 on-street parking spaces north of Union Street that best balance the needs of the corridor's various  
67 stakeholders; and

68 BE IT FURTHER RESOLVED that the City Council respectfully requests that the DPW staff update  
69 the City Council in October 2022 and April 2023 on the progress of efforts to reduce on-street parking demand  
70 along the blocks of North Winooski Avenue north of Union Street.

71  
72 TM/TEUC/Resolutions 2022/North Winooski Avenue Parking Management Plan and Bike Lane Installation  
73 3/17/22 (amended 3/21/22)

\* \* \* \* \*

**DISTRIBUTION:**

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

City Attorney's Office, Thomas Musinski  
DPW Director Spencer

ORIGINAL

**RESOLUTION RELATING TO**

North Winooski Avenue Parking Management Plan And Bike Lane Installation

*as amended*  
Adopted by the City Council

March..21.....20..22.....

..... Clerk

Approved *March 29*.....20..22.....

..... Mayor

Attest:

*Lori Olberg*

Lori Olberg  
Licensing, Voting and Records Coordinator

\* \* \* \* \*

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

**Board of Finance and City Council Submission Checklist**Department: Public Works Submitter: Phillip PetersonTitle/Subject: North Winooski Avenue Bike Lane Project Update

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance |                               |
| <input checked="" type="checkbox"/> | City Council     | 4/17/2023                     |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

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

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 4/12/2023                     | Click or tap here to enter text. |
| Mayor's Office informed and approved memo                                                             | Yes      | 4/12/2023                     | 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,<br>-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)<br>-Identify attorney in note | N/A      |                               | 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<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | No        | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       |                                  |
| 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. |



ADMINISTRATIVE OFFICE

1021 Redmond Road  
Williston, VT 05495

EMAIL [info@cswd.net](mailto:info@cswd.net)

TEL (802) 872-8100

[www.cswd.net](http://www.cswd.net)

March 9, 2023

Lori Olberg  
Office of Clerk Treasurer  
149 Church Street  
Burlington, VT 05401

Dear Lori:

Attached please find copies of the Chittenden Solid Waste District Proposed FY 24 Budget. **CSWD is scheduled to meet with the City of Burlington on Monday, April 17, 2023 at 8:00 p.m.** Please forward the attached copies to your City Council for their review.

On Wednesday, March 8, 2023 CSWD's Board of Commissioners approved sending the Proposed FY 24 Budget to member cities and towns for their approval. Below is Section 4. (b) of the Chittenden Solid Waste District Charter.

*Within 45 days of the approval of the budget by the Board of Commissioners, the legislative body of each member municipality shall act to approve or disapprove the budget.*

*The budget shall be approved if approved by the legislative bodies of a majority of the member municipalities. (For such purposes, each member municipality shall be entitled to one vote.) A legislative body that disapproves the budget must file with the Board of Commissioners a written statement of objections to the budget identifying those specific items to be changed, and failure to file such statement of objections within the forty-five (45) day period shall constitute approval by such municipality. A legislative body that fails to act to approve or disapprove the budget within the forty-five (45) day period shall likewise be deemed to have approved the budget.*

As stated above, each member municipality may choose to approve or disapprove the budget prior to April 22, 2023. Please feel free to contact me should you have any questions. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Amy Jewell'.

Amy Jewell  
Director, Administration

Cc: Lee Perry – Rep



February 28, 2023

## FISCAL YEAR 2024 BUDGET

Dear Board of Commissioners and Citizens of Chittenden County,

I present to you Chittenden Solid Waste District's Fiscal Year 2024 Budget proposal. It provides necessary funding for facilities, operations, public programs, and capital programs to meet the Board's strategic goals over the coming year. It also lays the foundation to continue to advance those goals towards the future. I am happy to tell you that the financial condition of CSWD is sound, therefore **I do not see a need for any municipal assessments or per capita fees**. We continue to be self-sufficient, relying on revenue from facility user fees, material sales, and fees charged to haulers when disposing Chittenden County trash at the landfill to cover the costs of the services we provide.

### *Managing Increasing Costs Across Programs*

Costs continue to increase in several key areas, specifically health benefits, hauling services, fuel costs, waste disposal fees we pay at the transfer station, and processing fees we pay our MRF operator. The cost-of-living adjustment provided in July 2022 was below the 12-month average for June, leaving employees behind the curve. This budget proposes a 7% COLA for July 1, which is slightly below the December 2022 index of 7.4%. We monitor the US Bureau of Labor Statistics' consumer price index for the Northeast (Urban B/C class) and use this as the foundation for COLA recommendations. CSWD's recommendation is in line with budgeted adjustments for similar organizations, like the Champlain Water District, Addison County Solid Waste Management District, and Rutland Solid Waste Management District. In an effort to mitigate the costs associated with healthcare benefits, CSWD moved to a lower-priced plan and increased the employee contribution to healthcare premiums. Employees now contribute 3.5% of their salary/wages towards the costs of providing healthcare benefits, up from a previous contribution of 3.25% of salary/wages. These two changes decreased the impacts to the District, and the resulting overall increase to employee Total Compensation per Full-Time Equivalent was 1.9% over FY23.

### MATERIALS RECOVERY FACILITY:

MRF processing costs are rising significantly in FY 2024 due to a new operating contract with MRF operator, Casella Waste Systems. CSWD pays Casella a per-ton fee to operate the MRF and to market the sorted materials. This processing fee is increasing by 55%, from \$45/ton to \$70/ton as of March 1, 2023. **To remain a self-supporting facility, we will be raising the MRF tip fee from \$80/ton to \$85/ton as of July 1.**

Unexpectedly, the second and third quarters of FY 2022 produced the strongest commodity markets results in over a decade. As quickly as the markets rose, they receded, and we entered the second and third quarters of FY 2023 with depressed pricing yet again. High demand in spring of calendar

2022 was due to manufacturers over-ordering supplies, and the resulting softening of the markets was due to manufacturers working through what they'd purchased in the spring. The demand remains suppressed heading into FY 2024, however pricing is beginning to normalize. This budget assumes a conservative average commodity revenue of \$80/ton, but I expect we will surpass that average.

### *Modern Facility*

In November 2022 Chittenden County voters voiced overwhelming support for the construction of a new Materials Recovery Facility on Redmond Road in Williston. Of the 33,000 votes cast on the bond request, 83% were votes in favor. CSWD is grateful for, thankful for, and humbled by the literal vote of confidence. The vote authorized a not-to-exceed bond amount of \$22,000,000. We are working to reduce this burden through a combination of grants, zero-interest loans, and District capital reserves. We are proposing a state-of-the-art facility, complete with high-tech sorting equipment and an education center. Advanced sorting capability will mean that we'll have the space and flexibility to expand what can be recycled in our blue bins/blue carts, allowing more to be diverted from the landfill and directed to manufacturers as raw materials. In this fiscal year, we will be selecting a construction firm and aim to break ground in spring of 2024.

### ORGANICS DIVERSION FACILITY:

**Organics Diversion Facility tip fees are increasing from \$65/ton to \$70/ton starting July 1.** The increase reflects the goal of bringing the ODF closer to self-sufficiency. This goal took a significant hit in FY21-22 as Casella began diverting most of their collected food scraps to their depackaging facility. This reduction represented approximately 30% of the inbound compost feedstock and, while some material has come back to the ODF we are still operating far below where we were in FY 2021. We've budgeted anticipated food scraps tons inbound to 4,900 tons.

In FY24 we will complete Phase II of the build-out of the facility. The build-out includes a new scale, new residential food scrap drop-off area, new entrance to the ODF, and a new traffic flow through the facility. This phase of construction at the ODF increases site safety, allows us to accept up to 7,000 tons of food scraps annually for composting, and allows us to add real-time contamination checks which will lead to greater quality control and customer education opportunities.

We've normalized our sales expectations back to FY18-19 levels, as the Covid-related compost sales boom has receded. Having a local to Chittenden County resource able and willing to accept the county's food scraps means that county residents and businesses can feel good about complying with the state's mandate to keep food scraps out of the landfill because the food scraps are becoming compost, and that the cost to manage those food scraps remains affordable.

### DROP OFF CENTERS:

As mentioned in last year's budget letter, in order to eliminate the DOC subsidy, **we are raising bag prices in FY 2024.** We are continuing to review our materials management practices and policies to obtain a truer understanding of the costs of managing waste materials through the system, particularly those materials for which we currently do not charge a fee. These no-fee materials are subsidized by the CSWD general fund, and the subsidy required by the DOC system is growing, this



year topping out at \$421,000 without a price increase. The increases are bringing CSWD back to pre-Covid pricing practices, with the smallest bag priced at \$3.00 (up from \$2.00), a medium bag up to \$8.00 and the largest bag up to \$11.00. These increases get us closer to covering the costs of managing recycling and food scraps as part of the price of a bag of trash (the smallest bag price still doesn't cover those costs) and allow the DOCs to generate a small amount of revenue to contribute to the capital reserve fund.

#### *Friendly Neighborhood DOC*

Even though the DOCs are District facilities, they are very much seen as "local". This capital budget includes long-awaited improvements to the DOC in Milton as well as redesigning the DOC in Burlington. The remaining DOCs will receive updates in successive out-years.

We are also proposing changing the DOC schedule for all sites (except Hinesburg) to a Tuesday – Saturday schedule, 8:00am 3:30pm. This schedule adds service days to Milton and Burlington and provides two-days off in a row for our hard-working DOC staff members. The five-day schedule creates significant efficiencies for our Maintenance Team to perform vital repairs and improvements at the DOCs while they are closed to the public, improving effectiveness and safety. Our six DOCs serve 28% of Chittenden County as a primary source of waste disposal, recycling, and management of special materials not accepted elsewhere. More than 75% of Chittenden County residents use the DOCs each year, such as for electronics recycling, bulky waste disposal, or leaf and yard waste drop off. We recognize that we perform a vital function in the community, and the challenge is to do so safely, efficiently, economically, and in an environmentally responsible manner.

#### SOLID WASTE MANAGEMENT FEE:

**I am recommending that the Solid Waste Management Fee remain at \$27.00 per ton of trash disposed, however the time has come to review the uses of the fee and to discuss a regular schedule of small increases.** This is the fee charged to haulers when they dispose trash in the landfill in Coventry. The fee has not risen in ten years, despite dramatic increases in District expenses.

As the economy slowly recovers and grows, as it is forecast to do through 2023-4, waste reduction education will be even more important. Our team of solid waste professionals is dedicated to ensuring our members' solid waste is managed in an environmentally sound, efficient, effective and economical manner. I continue to work with our team positioning CSWD to make sure we remain a stable and predictable service provider to the citizens of Chittenden County.

Sincerely,



Sarah Reeves, Executive Director

# **FY 2024 BUDGET PROPOSAL**

**TO VIEW BUDGET DETAIL VISIT  
[CSWD Financial Information](#)**



*Chittenden Solid Waste District*

**1021 REDMOND ROAD  
WILLISTON, VT 05495  
802-872-8100**

## **CHITTENDEN SOLID WASTE DISTRICT FY 2024 BUDGET PROPOSAL**

### **TABLE OF CONTENTS**

- A. Budget Memo to Member Legislative Bodies
- B. Who We Are
- C. FY24 Summary Budget
- D. Administrative Descriptions
- E. Administrative and Solid Waste Management Programs
- F. Operations Descriptions
- G. Operating Programs
- H. Self-Funded Descriptions
- I. Self-Funded and Allocated Programs
- J. Capital Budget Highlights
- K. Capital Plan
- L. Projected Solid Waste Management Fee Revenue
- M. Budget Reserve Summary
- N. Schedule of Program Tipping Fees
- O. Organizational Chart

*Individual Program Budgets with Details and Comparisons to previous years are available on line at <https://cswd.net/about-cswd/financial-information/>*

A.

To: CSWD Member Municipality Legislative Bodies  
From: Sarah Reeves, Executive Director  
Nola Ricci, Director of Finance  
Date: March 15, 2023  
RE: Fiscal Year 2024 Budget Proposal

---

## OVERVIEW

Fiscal Year 2024 brings many important changes to the future of CSWD. We will be breaking ground on the new Materials Recycling Facility, reconfiguring the CSWD Drop Off Center at Burlington, redesigning the CSWD Drop Off Center at Milton, and feeling settled into our leased Administrative building at 19 Gregory Drive in South Burlington.

In Fiscal Year 2024, we welcome the new Operating Administration department under the Operating Programs. This new department will absorb the responsibilities of our former Engineering department. With this change we can develop a more robust Operating Program and continue to progress forward.

The proposed budget for FY24 remains conservative and acknowledges some of the increases we've experienced, and those we anticipate, as costs rise. Capital construction projects at the Organics Diversion Facility are expected to be completed by the end of FY23. FY24 will be the first full fiscal year at the leased Administration building, and administrative staff will use this opportunity to deliberate on future administrative building needs and expenses.

### **Materials Recovery Facility Highlight**

In November 2022, Chittenden County voters voiced overwhelming support for the construction of a new Materials Recovery Facility on Redmond Road in Williston. Of the 33,000 votes cast on the bond request, 83% were votes in favor. CSWD is grateful for, thankful for, and humbled by the literal vote of confidence. The vote authorized a not-to-exceed bond amount of \$22,000,000. We are working to reduce this burden through a combination of grants, zero-interest loans, and District capital reserves.

In late Q2/early Q3, we will be selecting a construction firm and aim to break ground in early Q4 2024. Preliminary engineering and design work for the new MRF is budgeted in FY23 as a capital expense and would be reimbursable through bond proceeds. Full project debt service is unknown as of the date of this memo because there are two grant requests outstanding and the financing package is still being developed, however a revenue sufficiency study performed for the project shows tip fees and commodity sales revenue generated by the facility to be sufficient to pay annual operating costs + debt service of \$1,200,000.

## CSWD SOURCES OF REVENUE

The CSWD Charter says that the District may charge fees for its services and that those fees shall be equitable. It also states that “the Board of Commissioners shall...establish and adjust...tipping fee(s) for the purpose of generating revenues from sources other than assessments to member municipalities, particularly concerning the operation and maintenance of any District solid waste management or resource recovery facility”, and that “once the District has a disposal facility, it will rely primarily on tipping fees for revenues...” The CSWD Board of Commissioners has long interpreted this section of the Charter to mean that District solid waste management facilities should aim to be self-supporting based on revenue derived from the services rendered. This means covering the costs to run the facility through tip fees, user fees, and product sales like compost, paint, and sorted recyclables. The costs we need to recover include disposal fees we pay to vendors (such as Casella), insurance, fuel, equipment, wages & benefits, utilities, and transportation, in addition to covering infrastructure improvements.

CSWD’s revenue has three main components: Solid Waste Management Fees (SWMF), User Fees (tip fees), and Material Sales. The remaining revenue comes from rental income, license fees, bin sales, grants, and Extended Producer Responsibility program reimbursements. **CSWD receives no municipal payments (assessments, per capita fees, tax payments, etc.) from our member communities.**

- Solid Waste Management Fees: \$27/ton charged on each ton destined for disposal. Four material types make up the tons subject to the SWMF-municipal solid waste, construction & demolition debris (C&D), construction & demolition debris fines, and material eligible to be used as alternate daily landfill cover (ADC). C&D fines and ADC are charged 25% of the SWMF, or \$6.75/ton. **In FY23, SWMF are 22% of the revenue budget.**
- Tipping/User Fees: Fees charged for material disposal at Drop-Off Centers (DOCs), the Materials Recovery Facility (MRF), the Organics Diversion Facility (ODF), and the Environmental Depot. **In FY23, Tip/User Fees are 58% of the revenue budget.**
- Material Sales: Revenue generated from the sale of products we make—compost products, Local Color paint, baled recyclables—or products we purchase on behalf of the public and then resell, like compost bins. **In FY23, Materials Sales are 17% of the revenue budget.**

## REVENUE SNAPSHOT

| Revenue (in thousands) | FY22 Actual   | FY23 Budget   | FY24 Budget   | Change from FY23 Budget | Change from FY22 Actual | % of Overall Revenue |
|------------------------|---------------|---------------|---------------|-------------------------|-------------------------|----------------------|
| Tip Fees               | 7,572         | 7,724         | 8,937         | 15.70%                  | 18.03%                  | 58.0                 |
| Material Sales         | 4,815         | 2,541         | 2,629         | 3.46%                   | -22.88%                 | 17.1                 |
| SWMF                   | 3,409         | 3,382         | 3,336         | -1.36%                  | -1.46%                  | 21.7                 |
| All Other              | 761           | 385           | 500           | 29.87%                  | -34.30%                 | 3.2                  |
| <b>TOTAL</b>           | <b>16,557</b> | <b>14,032</b> | <b>15,402</b> | <b>9.76%</b>            | <b>-6.98%</b>           | <b>100%</b>          |
| Cost of Goods Sold     | 240           | 172           | 122           | -29.07%                 | -49.17%                 |                      |
| <b>Gross Profit</b>    | <b>16,317</b> | <b>13,860</b> | <b>15,280</b> | <b>10.25%</b>           | <b>-6.36%</b>           |                      |

### Tip Fees, User Fees, and Material Sales Assumptions:

- MRF tip fees were last raised in March 2020. We've held the tip fee at \$80/ton since then, however MRF processing costs are rising significantly in FY 2024 due to a new operating contract with MRF operator, Casella Waste Systems. CSWD pays Casella a per-ton fee to operate the MRF and to market the sorted materials. This processing fee is increasing by 55%, from \$45/ton to \$70/ton as of March 1, 2023 and as a result in order for the MRF to remain self-supporting **we are budgeting a modest increase in the tip fee to \$85/ton in FY24.**
- The fiscal year average commodity revenue (ACR) value from material sales through December 2022 was \$54/ton, down from approximately \$158/ton average through the same period in FY22. Cardboard and mixed paper pricing plummeted after setting 10-year records the previous year. The severe decrease was due to mills and manufacturers reducing purchasing material and instead worked through the material they purchased the year before during the buying frenzy. This decreased demand is expected to continue through at least the 2nd quarter of FY24. Plastics pricing is stable, with good demand for HDPE-Natural (milk jugs) and for PET. We have budgeted MRF materials sales very conservatively at \$80/ACR. We are assuming 47,500 tons of inbound recycling, and marketing 38,000 of those tons.
- Organics Diversion Facility tip fees are increasing from \$65/ton to \$70/ton starting July 1. The increase reflects the goal of bringing the ODF closer to self-sufficiency. This goal took a significant hit in FY21-22 as Casella began diverting most of their collected food scraps to their depackaging facility. This reduction represented approximately 30% of the inbound compost feedstock and, while some material has come back to the ODF we are still operating far below where we were in FY 2021. We've budgeted anticipated food scraps tons inbound to 4,900 tons.
- We are not expecting pandemic-level product sales in FY24 and instead have budgeted a normalized (to FY18-19 levels) sales expectation.
- The Drop Off Centers continue to show need of significant subsidy. Without a price increase, the subsidy for FY24 would be \$421,000. Recycling and food scraps management are bundled in the pricing of trash when brought together as a unit, and the current pricing doesn't recover the full cost of managing all three of these material streams. CSWD has maintained subsidized pricing since September 2020 despite significant system-wide increased expenses across the board, such as disposal fees we pay to Casella, health insurance increases, fuel increases, etc. Holding bag pricing low resulted in a DOC system subsidy of \$398,000 in FY22, and projected subsidy of \$422,000 for FY23. This budget proposes **increasing bag fees at the DOCs to \$3.00 (small), \$8.00 (medium), and \$11.00 (large).** The increase eliminates the subsidy for FY24, allowing the DOCs to cover their costs through user fees.

|                  | Small (up to 13 gallon) | Medium (14-35 gallon) | Large (36-45 gallon) |
|------------------|-------------------------|-----------------------|----------------------|
| Pre-Covid (FY20) | \$2.75                  | \$5.75                | \$7.50               |
| Current FY23     | \$2.00                  | \$6.00                | \$8.00               |

|               |        |        |         |
|---------------|--------|--------|---------|
| Proposed FY24 | \$3.00 | \$8.00 | \$11.00 |
|---------------|--------|--------|---------|

Additional pressure on DOC revenue is due to the many items managed at the DOCs that do not have adequate (or any) revenue associated with them, meaning we are subsidizing the collection and management of certain materials such as universal waste, some electronics, and leaf and yard debris. Increasing these fees eliminates the current subsidy need of the DOCs. Revenue is down at the DOCs in part due to the loss of the Richmond facility and the continued limited use at the Burlington site. There is not yet an agreement on a renovated facility in Burlington, however discussions with the City continue in earnest. The new goal is to have an expanded facility in place by Q2 FY24.

### **Solid Waste Management Fee:**

Solid Waste Management Fees (the fees charged to haulers when they dispose trash in the landfill in Coventry) revenue is projected to be slightly lower than FY23 budget (-1.36%). We used the Solid Waste Disposal and Diversion Trends Model developed for CSWD by SERA, Inc to generate our projections for FY24. The model estimates the SWMF to be 1.5% lower than FY22 actuals. Supporting the model's output, the state's Joint Fiscal Office is projecting flat economic conditions in FY24 as uncertainty remains regarding efforts to rein in high inflation. The **Solid Waste Management Fee will remain at \$27.00 per ton of trash disposed**, however the time has come to review the uses of the fee and to discuss a regular schedule of small increases. The fee has not risen in ten years, despite dramatic increases in District expenses. This fee pays for District Administration and Outreach and Education programs and personnel.

A common misperception regarding the solid waste management fee is that it can be used as a deterrent to excessive waste generation. This isn't the case. Individuals don't pay this fee directly as a unit of \$27 per ton, nor is the amount paid by haulers attributable to any single generator of waste. In other words, the fee is paid on the aggregated landfill-disposed tons generated by all people (individuals, businesses, institutions) in Chittenden County. Haulers pass the fee on to their customers across all tons generated, diluting the amount that any one customer pays. The solid waste management fee is considered a "cost of doing business" for haulers (CSWD also pays this fee on trash managed at the DOCs) and is included in the general fee charged for trash management and disposal. If every person's waste was weighed individually, and the solid waste management fee charged to each person based on the waste that they alone generate, then raising or lowering the fee would impact people at the individual level. This isn't how waste is managed in Vermont. Individuals can reduce their portion of the fee that they pay by generating less waste to be managed through a Drop-Off Center, where people pay by the bag for their trash. Curbside customers will not a reduction on their specific household bill due to waste reduction unless they reduce the frequency of service (receive twice monthly collection instead of weekly collection, for example).

## EXPENSES SNAPSHOT

|                        | Actual     | Budget     | Forecast   | Change from FY23 to FY24 |        |
|------------------------|------------|------------|------------|--------------------------|--------|
|                        | FY22       | FY23       | FY24       | \$                       | %      |
| Expenses               |            |            |            |                          |        |
| Payroll Expenses       |            |            |            |                          |        |
| Salaries & Wages       | 3,163,688  | 3,459,112  | 3,752,336  | 293,224                  | 8.5%   |
| Benefits               | 1,307,131  | 1,501,030  | 1,630,639  | 129,609                  | 8.6%   |
| Total Payroll Expenses | 4,470,819  | 4,960,142  | 5,382,975  | 422,833                  | 8.5%   |
| Travel & Training      | 53,282     | 96,568     | 118,175    | 21,607                   | 22.4%  |
| Administrative Costs   | 49,720     | 123,474    | 182,885    | 59,411                   | 48.1%  |
| Professional Fees      | 177,566    | 268,330    | 280,690    | 12,360                   | 4.6%   |
| Equipment & Fleet      | 807,663    | 772,967    | 772,074    | (893)                    | -0.1%  |
| Supplies               | 120,559    | 119,623    | 133,644    | 14,021                   | 11.7%  |
| Materials Management   | 4,804,118  | 6,150,788  | 6,691,366  | 540,578                  | 8.8%   |
| Property Management    | 510,873    | 490,262    | 597,111    | 106,849                  | 21.8%  |
| Promotion & Education  | 109,675    | 163,052    | 142,178    | (20,874)                 | -12.8% |
| Community Support      | 23,210     | 106,300    | 100,950    | (5,350)                  | -5.0%  |
| Total Expenses         | 11,127,484 | 13,251,506 | 14,402,047 | 1,150,542                | 8.7%   |
| Net Ordinary Income    | 5,189,689  | 608,022    | 878,311    | 270,289                  | 44.5%  |

### Key Points:

- Full-time Equivalent (FTE) staffing needs increased by 3.21 from 49.45 to 52.66. The cost-of-living adjustment provided in July 2022 was below the 12-month average for June, leaving employees behind the curve. Although this budget proposes a 7% COLA for July 1 (which is slightly below the December 2022 index of 7.4%), the overall total compensation increase is just 1.9% per full-time equivalent over FY23.

|                      | FY23      | FY24      | Difference |
|----------------------|-----------|-----------|------------|
| Payroll Expense      | 4,920,892 | 5,382,975 | +8.6%      |
| Full Time Employee   | 49.45     | 52.66     | +3.21 FTE  |
| Expense per Employee | 100,306   | 102,221   | +1.9%      |

- We monitor the US Bureau of Labor Statistics' consumer price index for the Northeast (Urban B/C class) and use this as the foundation for COLA recommendations (following District practice in place for the past decade). CSWD's recommendation is in line with budgeted adjustments for similar organizations, such as the Champlain Water District, Addison County Solid Waste Management District, and Rutland Solid Waste Management District. In an effort to mitigate the costs associated with healthcare benefits, CSWD moved to a lower-priced plan and increased the employee contribution to healthcare premiums. Beginning July 1, employees will



contribute 3.5% of their salary/wages towards the costs of providing healthcare benefits, up from a previous contribution of 3.25% of salary/wages. These two changes decreased the impact to the District.

- Finance department costs are lower now that the new budgeting, accounting and payroll software systems have been implemented.
- Administrative costs are higher due to the new expense of a lease payment for the office space at 19 Gregory Drive. General Supplies are also slightly higher, corresponding to a physical return to the office for most Admin staff.
- Travel and Training assumes a return to attending conferences, workshops, and trainings in person; how much will occur remains to be seen. Where we can continue to attend events remotely, we will do so. We have promoted several employees to new leadership positions and will be providing training to them to support their growth and success.
- Materials Management is up moderately, reflecting general increases in transportation costs. Materials Management is how we refer to hauling services we use to move materials we produce (compost, recyclables) to market, and move materials we collect (MSW from Drop-Off Centers, trash we generate, etc.) to disposal. DOC disposal contract costs are up nearly 11%. We have negotiated a wintertime glass management contract with a new vendor which will significantly reduce this cost, from \$130/ton to \$95/ton.

## **RESERVE FUNDS**

Please see the FY24 Reserve Funds memo included in the budget packet for details on the reserve balances.

In FY22, the District revised the Reserve Fund Guideline and structure. The new structure establishes a priority funding mechanism, minimum and maximum balances, and proposes to restrict certain funds (Closed Landfill, Facility Closure, and Biosolids). As each priority reserve reaches its maximum, remaining excess revenue flows (“waterfalls”) to the next priority reserve fund in order, as illustrated below:

| <b>Reserve Type</b> | <b>Reserve Name</b>           | <b>Minimum Carry Value</b>                                   | <b>Maximum Carry Value</b>                        |
|---------------------|-------------------------------|--------------------------------------------------------------|---------------------------------------------------|
| Restricted          | Biosolids Reserve             | Current depreciation of Biosolids Trailers, as contracted    | \$650,000 or cost of replacing Biosolids trailers |
| Restricted          | Landfill Post Closure Reserve | Original cost of calculated closure less operating reduction | Original cost of calculated closure               |

|                        |                                                |                                                     |                                                                               |
|------------------------|------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------------------|
| Restricted             | Facilities Solid Waste Termination Reserve     | Calculated cost of facility solid waste termination | Highest past calculated cost of facility solid waste termination              |
| <b>Reserve Type</b>    | <b>Reserve Name</b>                            | <b>Minimum Carry Value</b>                          | <b>Maximum Carry Value</b>                                                    |
| Temporarily Restricted | Material Recycling Facility Reserve            | 10% of total Bond                                   | 10% of total Bond                                                             |
| Assigned               | Facilities Decommission Reserve                | Calculated cost of facilities decommissions         | Highest past calculated cost of facilities decommissions                      |
| Assigned               | Solids Waste Management Reserve (General Fund) | 3 months of budgeted administrative expenses        | 6 months of budgeted administrative expenses, or highest past calculated cost |
| Assigned               | Community Clean Up Fund                        | Current balance due to communities                  | Maximum carry over allowed to communities                                     |
| Assigned               | Operating Reserve                              | 3 months of budgeted operating expenses             | 6 months of budgeted operating expenses, or highest past calculated cost      |
| Assigned               | Capital Reserve                                | Current value of fully depreciated assets           | Current value of total asset depreciation                                     |
| Unrestricted           | Undesignated Fund                              | 5% of budgeted revenue                              | 10% of budgeted revenue                                                       |

### Assigned FUNDS

#### Capital Reserve

In FY21, we moved to a single Capital Reserve fund rather than separate capital reserves for each program. This was done to reflect the reality of our accounting and banking system, to improve strategic planning efficiency, and to eliminate proprietary feelings over capital funds. CSWD is one singular fund, and as such all “reserve funds” exist merely on paper – although some long-term reserve dollars are held in interest-bearing accounts, in general funds are not deposited into separate bank accounts. There are no separate pots of money destined for use in particular programs. The District formerly budgeted individual capital reserve fund contributions and tracked each program’s contribution and total, albeit not precisely. This practice gave the impression that separate funds existed.

Beginning in FY22, we no longer budgeted for programs to contribute to the capital reserve if the program is being subsidized. In previous budgets, each program that used capital funds would budget a capital fund contribution, which would occur as an expense. When the revenues, expenses, and allocations were tallied, nearly every operating program would be “in the red” and require subsidized support, which is funded through solid waste management fees. This practice did not support transparent accounting of the individual operations programs’ relative economic health. Subsidies are now accounted for “below the line” so that the operating health of each program is clear.

### Operating Reserve

The Operating Reserve provides a buffer against unexpected events (such as we experienced with COVID-19) or large unbudgeted but necessary operating expenses, such as if outside vendor contracts that are deemed necessary change without notice. This reserve allows us to weather the unanticipated and provide time to discuss and implement a new direction without resorting to snap decisions. In FY23, the Operating Reserve was seeded with excess MRF revenue.

### RESTRICTED FUNDS

The Biosolids, Closed Landfill, and Facilities Closure reserve funds are considered Restricted Funds as a best practice. Restricting these reserves means that the funds attributed to these programs may be used only for the expenses of these programs. Excess funds, after their restricted use, may be redistributed as deemed appropriate by management.

### BOTTOM LINE

Each year, we need to “get to zero”. In FY24, we are projecting \$875,311 in income after capital and allocations needing to be transferred to reserves.

|                                               |              |                     |
|-----------------------------------------------|--------------|---------------------|
| Revenue                                       | \$15,401,763 |                     |
| Cost of Goods Sold                            | \$121,405    |                     |
| Gross Profit                                  |              | <b>\$15,280,358</b> |
| Expenses                                      |              | <i>\$14,402,047</i> |
| <b>Income from Operations</b>                 |              | <b>\$878,311</b>    |
|                                               |              |                     |
|                                               |              |                     |
| Transfer from (to) Closed Landfill Reserve    | \$176,452    |                     |
| Transfer from (to) SWMF Reserve               | \$7,236      |                     |
| Transfer from (to) Biosolids Reserve          | (\$45,500)   |                     |
| Transfer from (to) Operating Reserve          | (\$176,385)  |                     |
| Transfer from (to) Capital Reserve            | (\$934,614)  |                     |
| Transfer from (to) Community Clean Up Reserve | \$95,000     |                     |
| Facility Closure Reserve                      | (\$500)      |                     |
| <b>Net</b>                                    |              | <b>-</b>            |

# who we are

## OUR MISSION

The Chittenden Solid Waste District's mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective and economical manner.

## OUR VISION

Products are designed to be reused or recycled and our community fully participates in minimizing disposal and maximizing reuse and recycling.

### CHITTENDEN COUNTY, VT

**168,865**  
residents

**7,944**  
businesses

2021 data. Sources: U.S. Census and VT Dept. of Labor

**We are a municipal district** created in 1987 to oversee and manage solid waste in Chittenden County.

CSWD serves about a quarter of the population of Vermont (168,865 residents and 7,944 businesses)\* with facilities, programs, and expertise developed over our 34-year history.

*\*2021 data. Sources: U.S. Census and VT Dept. Of Labor*

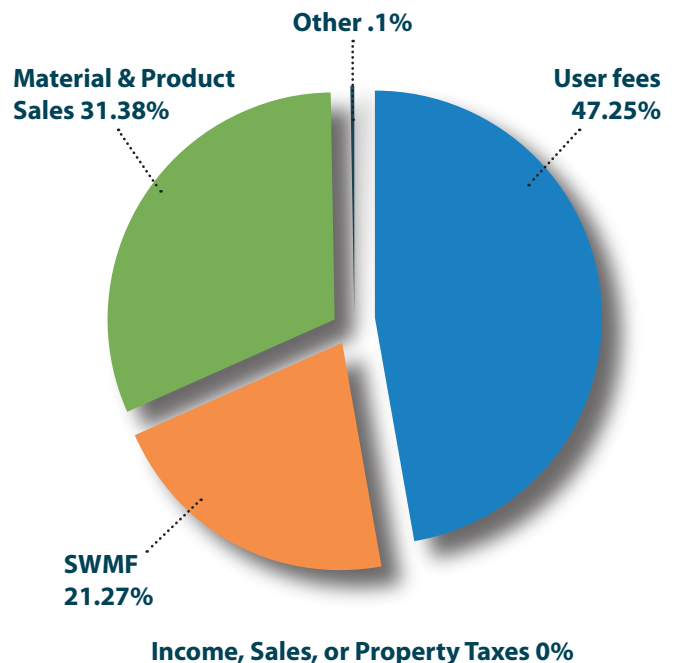
## HOW WE'RE FUNDED

Our revenue comes from three primary sources:

- **User fees** on incoming material at our facilities;
- **The Solid Waste Management Fee (SWMF)**, a per-ton fee on material sent to the landfill;
- **Material and product sales** from material we collect and process at our facilities and sell;
- A small, variable percentage of our funding comes from **State grants for hazardous waste and other materials management**.

**We are not funded by Income, Sales, or Property tax dollars.**

### FY22 REVENUE \$16.03M (unaudited)



# what we do

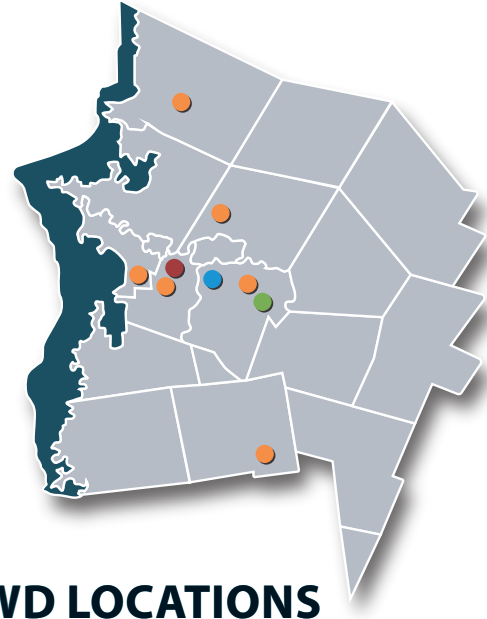
## REDUCE WASTE

- › **Educate residents, businesses, schools, and event leaders** on waste prevention and diversion
- › **Promote community reuse options**
- › **Process leftover paint** from residents and businesses into Local Color Paint
- › **Maintain and enforce our Ordinance**, which includes waste prevention and diversion requirements
- › **Help our members** comply with federal and state solid waste laws
- › **Provide facilities and tools** to help members prevent waste and maximize diversion from the landfill to recycling, composting, and other resource recovery
- › **Advocate for state-wide policies** that will reduce waste

## MANAGE MATERIALS

Our facilities:

- › **The only municipally owned Materials Recycling Facility** (blue-bin recyclables sorting center) in Vermont
- › **Six regional Drop-Off Centers** for household trash, recycling, organics, and special materials
- › **A comprehensive hazardous waste program for households and small businesses** that includes a permanent year-round collection facility *and* a seasonal mobile collection unit
- › **The state's largest Organics Diversion Facility** (home of Green Mountain Compost) turning food scraps and yard trimmings into compost and soil blends supporting local soils



## CSWD LOCATIONS

- **Drop-Off Centers**
- **Environmental Depot**
- **Materials Recycling Facility**
- **Organics Diversion Facility** (Green Mountain Compost)

## SUPPORT OUR MEMBERS

- › **Technical expertise and support** for waste-related RFPs and studies
- › **Grant funding**
  - › Community Cleanup Fund for all member towns
  - › Waste Reduction Container and Project Grants
- › **Provide waste-reduction containers**
  - › Recycling bins
  - › Containers for food-scrap drop-off at CSWD facilities
- › **Brokering and investigation** of beneficial use options for biosolids
- › **Green Up Vermont donation** on behalf of all member towns;
- › **Outreach and education**

# how we're doing

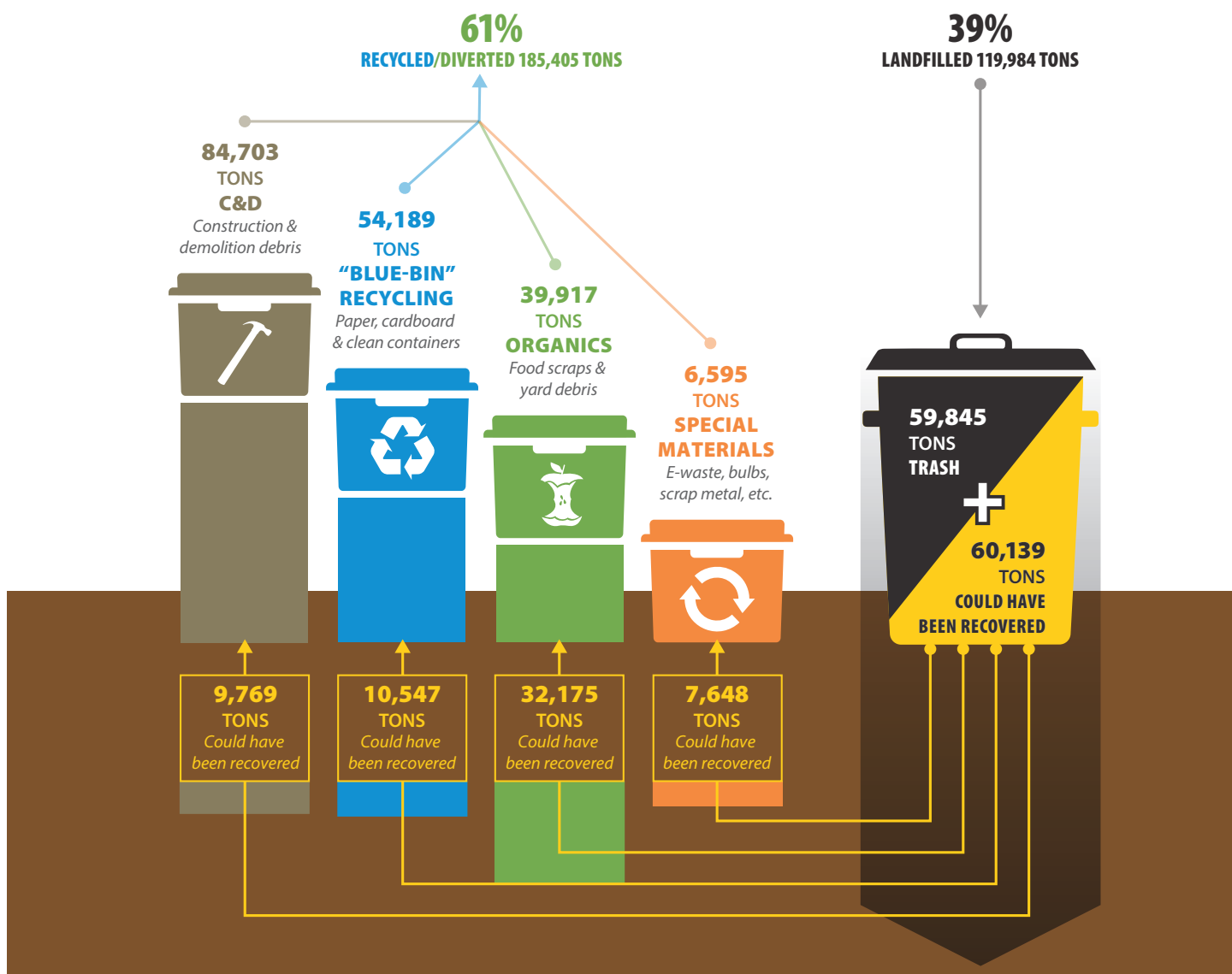
This graphic shows three key measurements of all the materials that individuals and businesses in Chittenden County, VT generated in 2021:

1. An estimate of how much “stuff” we all generated and needed to manage as solid waste in 2021.
2. Which stream all that stuff went to — landfill or recovery via recycling or composting.
3. How much recoverable material our community chose to send to the landfill instead of keeping it out of the trash by using a currently available program or facility.

Full details are available in the 2021 CSWD Diversion Report.

## 100% MATERIALS GENERATED 305,389 TONS

61% RECYCLED/DIVERTED + 39% LANDFILLED



Chittenden Solid Waste District  
FY24 Proposed Budget  
Summary

C.

|                                 | Actual<br>FY22 | Budget<br>FY23 | Forecast<br>FY24 | Change from FY23 to FY24<br>\$ % |         |
|---------------------------------|----------------|----------------|------------------|----------------------------------|---------|
| <b>Net Ordinary Income</b>      |                |                |                  |                                  |         |
| <b>Income</b>                   |                |                |                  |                                  |         |
| Tipping Fees                    | 6,071,345      | 6,317,097      | 6,740,521        | 423,424                          | 6.7%    |
| Special Waste                   | 89,911         | 59,250         | 730,109          | 670,859                          | 1132.3% |
| Hazardous Waste                 | 70,333         | 68,000         | 62,000           | (6,000)                          | -8.8%   |
| Biosolids                       | 1,340,166      | 1,279,437      | 1,404,358        | 124,921                          | 9.8%    |
| Solid Waste Management          | 3,409,238      | 3,381,750      | 3,335,702        | (46,048)                         | -1.4%   |
| Sale of Materials               | 4,815,492      | 2,540,711      | 2,628,603        | 87,892                           | 3.5%    |
| License Fees, Fines & Penalties | 15,834         | 14,910         | 14,000           | (910)                            | -6.1%   |
| Rents                           | 71,600         | 71,400         | 75,000           | 3,600                            | 5.0%    |
| Product Stewardship             | 213,028        | 190,700        | 169,000          | (21,700)                         | -11.4%  |
| Interest & Dividends            | 12,720         | 2,000          | 61,000           | 59,000                           | 2950.0% |
| Grant Revenue                   | 277,801        | 106,470        | 106,470          | -                                | 0.0%    |
| Equipment Sale/Trade            | 168,899        | -              | -                | -                                | 0.0%    |
| Other Income                    | 749            | -              | 75,000           | 75,000                           | 100.0%  |
| Total Income                    | 16,557,115     | 14,031,725     | 15,401,763       | 1,370,038                        | 9.8%    |
| <b>Cost of Goods Sold</b>       |                |                |                  |                                  |         |
| Bins & Containers               | 34,090         | 19,467         | -                | (19,467)                         | -100.0% |
| Paint                           | 12,498         | 19,000         | 19,000           | -                                | 0.0%    |
| Organics                        | 193,355        | 133,730        | 102,405          | (31,325)                         | -23.4%  |
| Total Cost of Goods Sold        | 239,942        | 172,197        | 121,405          | (50,792)                         | -29.5%  |
| <b>Gross Profit</b>             | 16,317,173     | 13,859,528     | 15,280,358       | 1,420,830                        | 10.3%   |

Chittenden Solid Waste District  
FY24 Proposed Budget  
Summary

|                        | Actual<br>FY22 | Budget<br>FY23 | Forecast<br>FY24 | Change from FY23 to FY24<br>\$ % |        |
|------------------------|----------------|----------------|------------------|----------------------------------|--------|
| <b>Expenses</b>        |                |                |                  |                                  |        |
| Payroll Expenses       |                |                |                  |                                  |        |
| Salaries & Wages       | 3,163,688      | 3,459,112      | 3,752,336        | 293,224                          | 8.5%   |
| Benefits               | 1,307,131      | 1,501,030      | 1,630,639        | 129,609                          | 8.6%   |
| Total Payroll Expenses | 4,470,819      | 4,960,142      | 5,382,975        | 422,833                          | 8.5%   |
| Travel & Training      | 53,282         | 96,568         | 118,175          | 21,607                           | 22.4%  |
| Administrative Costs   | 49,720         | 123,474        | 182,885          | 59,411                           | 48.1%  |
| Professional Fees      | 177,566        | 268,330        | 280,690          | 12,360                           | 4.6%   |
| Equipment & Fleet      | 807,663        | 772,967        | 772,074          | (893)                            | -0.1%  |
| Supplies               | 120,559        | 119,623        | 133,644          | 14,021                           | 11.7%  |
| Materials Management   | 4,804,118      | 6,150,788      | 6,691,366        | 540,578                          | 8.8%   |
| Property Management    | 510,873        | 490,262        | 597,111          | 106,849                          | 21.8%  |
| Promotion & Education  | 109,675        | 163,052        | 142,178          | (20,874)                         | -12.8% |
| Community Support      | 23,210         | 106,300        | 100,950          | (5,350)                          | -5.0%  |
| Total Expenses         | 11,127,484     | 13,251,506     | 14,402,047       | 1,150,542                        | 8.7%   |
| Net Ordinary Income    | 5,189,689      | 608,022        | 878,311          | 270,289                          | 44.5%  |



Chittenden Solid Waste District  
FY24 Proposed Budget  
Summary

|                                                                | Actual<br>FY22 | Budget<br>FY23 | Forecast<br>FY24 |
|----------------------------------------------------------------|----------------|----------------|------------------|
| <b>Subsidies, Reserve Transfers &amp; Year End Adjustments</b> |                |                |                  |
| <b>Other Income</b>                                            |                |                |                  |
| Subsidies & Transfers                                          |                |                |                  |
| Solid Waste Management Subsidy                                 | 2,622,835      | 3,018,109      | 3,342,938        |
| Operating Reserve Subsidy                                      | -              | -              | 939,292          |
| Transfer from Landfill Post Closure Reserve                    | 133,984        | 189,919        | 177,452          |
| Community Clean Up Fund                                        | 15,766         | 95,000         | 95,000           |
| Transfer from Undesignated Funds                               | 46             | -              | -                |
| Total Subsidies & Transfers                                    | 2,772,631      | 3,303,028      | 4,554,681        |
| Total Other Income                                             | 2,772,631      | 3,303,028      | 4,554,681        |
| <b>Other Expenses</b>                                          |                |                |                  |
| Reserve Transfers                                              |                |                |                  |
| Transfer to Solid Waste Mangement Reserve                      | 3,409,559      | 3,381,750      | 3,335,702        |
| Transfer to Facility Closure Reserve                           | 404            | -              | 500              |
| Transfer to Landfill Post Closure Reserve                      | 514            | 1,000          | 1,000            |
| Transfer to Operating Reserve                                  | 3,865,259      | 30,617         | 1,115,677        |
| Transfer to Biosolid Reserve                                   | 62,012         | 46,375         | 45,500           |
| Transfer to Capital Reserve                                    | 624,571        | 451,308        | 934,614          |
| Total Reserve Transfers                                        | 7,962,320      | 3,911,050      | 5,432,992        |
| Total Other Expenses                                           | 7,962,320      | 3,911,050      | 5,432,992        |
| Total Other Income & Expenses                                  | (5,189,689)    | (608,022)      | (878,311)        |
| Net Income                                                     | 0              | 0              | (0)              |

## Chittenden Solid Waste District Administrative Descriptions

### **Administration Program**

The Administrative program encompasses the expenses of human resources, the Executive Director, risk management, information and technology, infrastructure and general support services.

### **Compliance Program**

The Compliance program oversees the Solid Waste Management Ordinance and ensures the regulated community maintains compliance. Additionally, the Compliance program oversees the District Safety program.

### **Finance Program**

The Finance program provides management, oversight, and control of CSWD financial assets, as well as accurate and timely financial information to facilitate sound management decisions.

### **Outreach and Communications (O&C)**

The Outreach and Communications program manages statutory mandates for raising awareness of CSWD services and educating residents, businesses, and institutions in reducing and properly managing the waste they generate.

Chittenden Solid Waste District  
FY24 Proposed Budget  
Administrative Summary

E.

|                                 | Administration | Compliance | Finance   | Outreach &<br>Communication | Solid Waste<br>Management Fee | Total Administrative |
|---------------------------------|----------------|------------|-----------|-----------------------------|-------------------------------|----------------------|
| <b>Net Ordinary Income</b>      |                |            |           |                             |                               |                      |
| <b>Income</b>                   |                |            |           |                             |                               |                      |
| Solid Waste Management Fee      | -              | -          | -         | -                           | 3,335,702                     | 3,335,702            |
| License Fees, Fines & Penalties | -              | 14,000     | -         | -                           | -                             | 14,000               |
| Interest & Dividends            | -              | -          | 60,000    | -                           | -                             | 60,000               |
| Total Income                    | -              | 14,000     | 60,000    | -                           | 3,335,702                     | 3,409,702            |
| <b>Gross Profit</b>             | -              | 14,000     | 60,000    | -                           | 3,335,702                     | 3,409,702            |
| <b>Expenses</b>                 |                |            |           |                             |                               |                      |
| Payroll Expenses                |                |            |           |                             |                               |                      |
| Salaries & Wages                | 538,024        | 119,398    | 324,029   | 586,563                     | -                             | 1,568,014            |
| Benefits                        | 193,911        | 29,142     | 147,715   | 224,823                     | -                             | 595,591              |
| Total Payroll Expenses          | 731,935        | 148,540    | 471,744   | 811,386                     | -                             | 2,163,605            |
| Travel & Training               | 39,100         | 7,000      | 1,450     | 34,900                      | -                             | 82,450               |
| Administrative Costs            | 30,165         | 6,900      | 3,900     | 22,487                      | -                             | 63,452               |
| Professional Fees               | 39,560         | 8,500      | 55,000    | 28,855                      | -                             | 131,915              |
| Equipment & Fleet               | 178,926        | 5,200      | 80,000    | 4,720                       | -                             | 268,846              |
| Supplies                        | 5,300          | 800        | 6,000     | 33,600                      | -                             | 45,700               |
| Materials Management            | -              | -          | 150       | -                           | -                             | 150                  |
| Property Management             | 130,960        | -          | 2,400     | -                           | -                             | 133,360              |
| Promotion & Education           | -              | -          | -         | 135,978                     | -                             | 135,978              |
| Community Support               | -              | -          | 95,000    | 4,700                       | -                             | 99,700               |
| Total Expenses                  | 1,155,946      | 176,940    | 715,644   | 1,076,626                   | -                             | 3,125,156            |
| <b>Net Ordinary Income</b>      | (1,155,946)    | (162,940)  | (655,644) | (1,076,626)                 | 3,335,702                     | 284,546              |

Chittenden Solid Waste District  
FY24 Proposed Budget  
Administrative Summary

|                                                                | Administration | Compliance | Finance | Outreach &<br>Communication | Solid Waste<br>Management Fee | Total Administrative |
|----------------------------------------------------------------|----------------|------------|---------|-----------------------------|-------------------------------|----------------------|
| <b>Subsidies, Reserve Transfers &amp; Year End Adjustments</b> |                |            |         |                             |                               |                      |
| <b>Other Income</b>                                            |                |            |         |                             |                               |                      |
| Subsidies & Transfers                                          |                |            |         |                             |                               |                      |
| Solid Waste Management Fee Subsidy                             | 1,155,946      | 162,940    | 620,644 | 1,076,626                   |                               | 3,016,156            |
| Community Cleanup Fund                                         | -              | -          | 95,000  | -                           | -                             | 95,000               |
| Total Subsidies & Transfers                                    | 1,155,946      | 162,940    | 715,644 | 1,076,626                   | -                             | 3,111,156            |
| Total Other Income                                             | 1,155,946      | 162,940    | 715,644 | 1,076,626                   | -                             | 3,111,156            |
| <b>Other Expense</b>                                           |                |            |         |                             |                               |                      |
| Reserve Transfers                                              |                |            |         |                             |                               |                      |
| Transfer to Capital Reserve                                    | -              | -          | 59,500  | -                           | -                             | 59,500               |
| Transfer to Solid Waste Management Reserve                     | -              | -          | -       | -                           | 3,335,702                     | 3,335,702            |
| Transfer to Facility Closure Reserve                           | -              | -          | 500     | -                           | -                             | 500                  |
| Total Reserve Transfer                                         | -              | -          | 60,000  | -                           | 3,335,702                     | 3,395,702            |
| Total Other Expenses                                           | -              | -          | 60,000  | -                           | 3,335,702                     | 3,395,702            |
| Total Other Income and Expenses                                | 1,155,946      | 162,940    | 655,644 | 1,076,626                   | (3,335,702)                   | (284,546)            |
| Net Income                                                     | -              | -          | -       | -                           | -                             | -                    |

## Chittenden Solid Waste District Operating Descriptions

### **Operating Administration**

The Operating Administration program (formerly Engineering) provides resources for compliance, design, project management, and applicable permitting. Additionally, this program oversees capital projects through the lifecycle of feasibility, design, and construction management.

### **Drop Off Centers (DOCs)**

CSWD Drop Off Centers provide residents and small businesses with economical options for the management of their trash, recycling, food scraps, compostable yard debris, and certain special recyclables.

### **Hazardous Waste**

The Hazardous Waste program includes both the Environmental Depot and Paint Depot. The Environmental Depot manages the hazardous waste of the residents and small businesses of Chittenden County. The Paint Depot manages discarded paint and produces recycled paint for the CSWD Local Color Program.

### **Materials Recovery Facility (MRF)**

The Materials Recovery Facility manages single stream recycling from Chittenden County and Northern Vermont through sorting and preparing recyclables for domestic commodity sales.

### **Organics Diversion Facility (ODF)**

The Organics Diversion Facility manages the acceptance, processing, and transfer of organics for use in compost and anaerobic digestion.

### **Property Management**

The Property Management department maintains and protects CSWD's investment in residential and business tenant property.

Chittenden Solid Waste District  
FY24 Proposed Budget  
Operating Summary

G.

|                                   | Operating<br>Administration | Drop Off Centers | Materials<br>Recovery Facility | Organics<br>Diversion Facility | Property<br>Management | Hazardous Waste<br>Depots | Total Operating |
|-----------------------------------|-----------------------------|------------------|--------------------------------|--------------------------------|------------------------|---------------------------|-----------------|
| <b>Net Ordinary Income</b>        |                             |                  |                                |                                |                        |                           |                 |
| <b>Income</b>                     |                             |                  |                                |                                |                        |                           |                 |
| Tipping Fees                      | -                           | 2,413,236        | 3,996,090                      | 331,195                        | -                      | -                         | 6,740,521       |
| Special Waste                     | -                           | 730,109          | -                              | -                              | -                      | -                         | 730,109         |
| Hazardous Waste                   | -                           | -                | -                              | -                              | -                      | 62,000                    | 62,000          |
| Sale of Materials                 | -                           | 217,196          | 1,589,070                      | 769,587                        | -                      | 52,750                    | 2,628,603       |
| Rents                             | -                           | -                | -                              | -                              | 75,000                 | -                         | 75,000          |
| Product Stewardship               | -                           | 37,500           | -                              | -                              | -                      | 131,500                   | 169,000         |
| Other Income                      | -                           | 75,000           | -                              | -                              | -                      | -                         | 75,000          |
| Grant Revenue                     | -                           | -                | -                              | -                              | -                      | 106,470                   | 106,470         |
| Total Income                      | -                           | 3,473,041        | 5,585,160                      | 1,100,782                      | 75,000                 | 352,720                   | 10,586,703      |
| <b>Cost of Goods Sold</b>         |                             |                  |                                |                                |                        |                           |                 |
| Paint                             | -                           | -                | -                              | -                              | -                      | 19,000                    | 19,000          |
| Organics                          | -                           | -                | -                              | 102,405                        | -                      | -                         | 102,405         |
| Total Cost of Goods Sold          | -                           | -                | -                              | 102,405                        | -                      | 19,000                    | 121,405         |
| Gross Profit                      | -                           | 3,473,041        | 5,585,160                      | 998,377                        | 75,000                 | 333,720                   | 10,465,298      |
| <b>Expenses</b>                   |                             |                  |                                |                                |                        |                           |                 |
| Payroll Expenses                  |                             |                  |                                |                                |                        |                           |                 |
| Salaries & Wages                  | 247,967                     | 824,788          | 13,521                         | 426,262                        | -                      | 349,220                   | 1,861,758       |
| Benefits                          | 50,214                      | 469,116          | 2,081                          | 203,028                        | -                      | 160,205                   | 884,644         |
| Total Payroll Expenses            | 298,182                     | 1,293,904        | 15,602                         | 629,290                        | -                      | 509,425                   | 2,746,402       |
| Travel & Training                 | 4,350                       | 1,500            | 6,465                          | 12,900                         | -                      | 4,300                     | 29,515          |
| Administrative Costs              | 1,250                       | 78,650           | 28,034                         | 8,249                          | -                      | -                         | 116,183         |
| Professional Fees                 | 23,000                      | 150              | 1,725                          | 3,050                          | -                      | 2,750                     | 30,675          |
| Equipment & Fleet                 | -                           | 47,305           | 42,100                         | 219,273                        | -                      | 24,900                    | 333,578         |
| Supplies                          | -                           | 20,250           | 1,100                          | 21,944                         | 1,000                  | 22,000                    | 66,294          |
| Materials Management              | -                           | 1,187,535        | 3,557,475                      | 160,008                        | -                      | 396,700                   | 5,301,718       |
| Property Management               | -                           | 72,674           | 113,468                        | 104,284                        | 66,890                 | 71,300                    | 428,616         |
| Promotion & Education             | -                           | -                | -                              | 6,200                          | -                      | -                         | -               |
| Community Support                 | -                           | 1,250            | -                              | -                              | -                      | -                         | 1,250           |
| Maintenance & Roll Off Allocation | -                           | 591,731          | 6,802                          | 37,408                         | 6,802                  | 37,408                    | 680,150         |
| Total Expense                     | 326,782                     | 3,294,949        | 3,772,770                      | 1,202,606                      | 74,691                 | 1,068,783                 | 9,740,581       |
| Net Ordinary Income               | (326,782)                   | 178,092          | 1,812,390                      | (204,229)                      | 309                    | (735,063)                 | 724,717         |

Chittenden Solid Waste District  
FY24 Proposed Budget  
Operating Summary

|                                                                | Operating<br>Administration | Drop Off Centers | Materials<br>Recovery Facility | Organics<br>Diversion Facility | Property<br>Management | Hazardous Waste<br>Depots | Total Operating |
|----------------------------------------------------------------|-----------------------------|------------------|--------------------------------|--------------------------------|------------------------|---------------------------|-----------------|
| <b>Subsidies, Reserve Transfers &amp; Year End Adjustments</b> |                             |                  |                                |                                |                        |                           |                 |
| <b>Other Income</b>                                            |                             |                  |                                |                                |                        |                           |                 |
| Subsidies & Transfers                                          |                             |                  |                                |                                |                        |                           |                 |
| Operating Reserve Subsidy                                      | -                           | -                | -                              | 204,229                        | -                      | 735,063                   | 939,292         |
| Solid Waste Management Fee Subsidy                             | 326,782                     | -                | -                              | -                              | -                      | -                         | 326,782         |
| Total Subsidies & Transfers                                    | 326,782                     | -                | -                              | 204,229                        | -                      | 735,063                   | 1,266,073       |
| Total Other Income                                             | 326,782                     | -                | -                              | 204,229                        | -                      | 735,063                   | 1,266,073       |
| <b>Other Expenses</b>                                          |                             |                  |                                |                                |                        |                           |                 |
| Reserve Transfers                                              |                             |                  |                                |                                |                        |                           |                 |
| Transfer to Operating Reserve                                  | -                           | -                | 1,115,677                      | -                              | -                      | -                         | 1,115,677       |
| Transfer to Capital Reserve                                    | -                           | 178,092          | 696,713                        | -                              | 309                    | -                         | 875,114         |
| Total Reserve Transfers                                        | -                           | 178,092          | 1,812,390                      | -                              | 309                    | -                         | 1,990,790       |
| Total Other Expense                                            | -                           | 178,092          | 1,812,390                      | -                              | 309                    | -                         | 1,990,790       |
| Total Other Income and Expenses                                | 326,782                     | (178,092)        | (1,812,390)                    | 204,229                        | (309)                  | 735,063                   | (724,717)       |
| Total Net Income                                               | -                           | -                | -                              | -                              | -                      | -                         | -               |

## Chittenden Solid Waste District Self-Funded Descriptions

### **Biosolids Program**

The Biosolids program provides efficient and effective residuals management for participating community members. This program is developed to be self-funding.

### **Closed Landfill Program**

The Closed Landfill program oversees the 30-year post closure period through responsible maintenance, reporting and monitoring according to the safety standards of applicable governing bodies. This program is funded through monies reserved at the launch of the closing project.

### **Maintenance & Roll-off**

The Maintenance department provides material hauling and supports facility operations through ongoing maintenance of CSWD assets.



Chittenden Solid Waste District  
FY24 Proposed Budget  
Self-Funded and Maintenance Summary

I.

|                            | Biosolids | Closed Landfill | Maintenance & Rolloff |
|----------------------------|-----------|-----------------|-----------------------|
| <b>Net Ordinary Income</b> |           |                 |                       |
| <b>Income</b>              |           |                 |                       |
| Biosolids                  | 1,404,358 | -               | -                     |
| Interest & Revenue         | -         | 1,000           | -                     |
| Total Income               | 1,404,358 | 1,000           | -                     |
| <b>Gross Profit</b>        | 1,404,358 | 1,000           | -                     |
| <b>Expenses</b>            |           |                 |                       |
| Payroll Expenses           |           |                 |                       |
| Salaries & Wages           | -         | 10,328          | 312,235               |
| Benefits                   | -         | 846             | 149,558               |
| Total Payroll Expenses     | -         | 11,174          | 461,793               |
| Travel & Training          | 2,960     | -               | 3,250                 |
| Administrative Costs       | 1,950     | 100             | 1,200                 |
| Professional Fees          | 4,600     | 113,500         | -                     |
| Equipment & Fleet          | -         | -               | 169,650               |
| Supplies                   | -         | 250             | 21,400                |
| Materials Management       | 1,349,348 | 40,150          | -                     |
| Property Management        | -         | 12,278          | 22,857                |
| Total Expenses             | 1,358,858 | 177,452         | 680,150               |
| <b>Net Ordinary Income</b> | 45,500    | (176,452)       | (680,150)             |

Chittenden Solid Waste District  
FY24 Proposed Budget  
Self-Funded and Maintenance Summary

|                                                                | Biosolids | Closed Landfill | Maintenance & Rolloff |
|----------------------------------------------------------------|-----------|-----------------|-----------------------|
| <b>Subsidies, Reserve Transfers &amp; Year End Adjustments</b> |           |                 |                       |
| <b>Other Income</b>                                            |           |                 |                       |
| Subsidies & Transfers                                          |           |                 |                       |
| Transfer from Landfill Post Closure Reserve                    | -         | 177,452         | -                     |
| Total Subsidies & Transfers                                    | -         | 177,452         | -                     |
| Allocations                                                    |           |                 |                       |
| Maintenance Allocation                                         | -         | -               | 680,150               |
| Total Allocations                                              | -         | -               | 680,150               |
| Total Other Income                                             | -         | 177,452         | 680,150               |
| <b>Other Expenses</b>                                          |           |                 |                       |
| Reserve Transfers                                              |           |                 |                       |
| Transfer to Biosolids                                          | 45,500    | -               | -                     |
| Transfer to Landfill Post Closure                              | -         | 1,000           | -                     |
| Total Reserve Transfers                                        | 45,500    | 1,000           | -                     |
| Total Other Expenses                                           | 45,500    | 1,000           | -                     |
| Total Other Income and Expenses                                | (45,500)  | 176,452         | 680,150               |
| Net Income                                                     | -         | -               | -                     |

J.

To: Finance Committee  
From: Josh Tyler, Director of Operations  
Date: January 5, 2023  
RE: Fiscal Year 2024 Capital Budget

---

### Operating Capital

Presented in this enclosure is a capital budget and timeline for FY24, FY25 and FY26; The new Materials Recycling Facility (MRF) construction project will be presented in a separate memorandum. This memo highlights the projects and procurements planned for FY24.

CSWD has invested heavily in significant infrastructure and rolling stock upgrades over the last three (3) years. Infrastructure investments have focused on increasing facility service life to a minimum of 20-years. For example, the Drop-Off Center in Hinesburg, the ODF (upon completion in spring 2023), and a revamped Drop-Off Center in Milton (spring 2023) all have a 20-year service life. Rolling stock investment has focused on the purchase of new equipment rather than leased equipment or used equipment to maximize useful life, manage higher parts costs with warranties, minimize costly down time due to old repurposed and antiquated equipment as well as realize a higher trade in value at the time of replacement.

Review of the three-year summary will highlight a significant decrease in capital expenses toward the out years. The existing investments made to date will bring the District to a regular capital pattern where rolling stock replacement will be more spread out and will see a purchase phase (FY20 to FY24) and a maintenance phase (FY25 to FY30). District staff has made significant efforts to generate accurate capital costs in developing the operating capital budget as well as following through with capital purchases, upgrades and projects as planned.

Please note that this is a description of intended projects and procurements and is inclusive of all potential capital expenses for FY24. Approval of the budget does not mean work will proceed without a proper bidding process and associated Board approvals according to CSWD financial policies. All capital projects greater than \$100,000 will require approval from the Board of Commissioners. In addition to Board notice of projects exceeding \$100,000, Staff will regularly report updates of facility projects that are under the \$100,000 threshold.

| <b>CSWD Capital Budget Highlights Fiscal Year 2024</b> |                    |
|--------------------------------------------------------|--------------------|
| <b>Organics Diversion Facility</b>                     | <b>\$1,060,000</b> |
| <b>Roll-Off and Maintenance</b>                        | <b>\$360,000</b>   |
| <b>Drop Off Centers</b>                                | <b>\$285,000</b>   |
| <b>Hazardous Waste and Latex Paint</b>                 | <b>\$80,000</b>    |
| <b>Administrative infrastructure</b>                   | <b>\$95,000</b>    |
| <b>Materials Recovery Facility</b>                     | <b>\$35,000</b>    |
| <b>New MRF Funding Payments</b>                        | <b>\$523,711</b>   |
| <b>Capital Contingency</b>                             | <b>\$243,871</b>   |
| <b>FY 24 Capital Projects</b>                          | <b>\$2,682,582</b> |

Descriptions of items included in the FY24 capital budget are as follows:

|           |                                                                                              |
|-----------|----------------------------------------------------------------------------------------------|
| \$750,000 | Organics Diversion Facility primary screener, (10-15-year life)                              |
| \$523,711 | New MRF Funding Payments – Bond Interest FY24                                                |
| \$285,000 | Burlington Drop Off Center Construction, (5 – 20-year life)                                  |
| \$250,000 | Purchase new Maintenance Loader, (5 – 7-year life)                                           |
| \$150,000 | Organics Diversion Facility Phase III grading                                                |
| \$110,000 | Purchase new Maintenance Mini-Loader, (5 – 7-year life)                                      |
| \$80,000  | Refurbish outdoor hazardous storage buildings for the Environmental Depot,<br>(10-year life) |
| \$60,000  | Drop Off Center materials analysis                                                           |

There are sufficient cash reserves available to fund the capital expenditures budgeted for FY24.

# CSWD CAPITAL PROJECTS

# 3 YEAR PLAN

K.

## MATERIALS RECOVERY FACILITY

### Site Work

|                                      |                                  | FY24 | FY25 | FY26 |
|--------------------------------------|----------------------------------|------|------|------|
| General                              | Repave lot                       |      |      |      |
|                                      | Replace Stormwater System (1993) |      |      |      |
|                                      | New Roof                         |      |      |      |
|                                      | Building Structure upgrades      |      |      |      |
|                                      | Full Tip Floor                   |      |      |      |
|                                      | HVAC                             |      |      |      |
|                                      | Replace Septic system (1993)     |      |      |      |
|                                      | contingency                      |      |      |      |
| cost to transfer material while down |                                  |      |      |      |
| Sub Total                            |                                  | \$0  | \$0  | \$0  |

### Building & Building Repair

|           |                                     |     |     |     |
|-----------|-------------------------------------|-----|-----|-----|
| General   | Refurbish Tip Floor                 |     |     |     |
|           | Building Roof (1993)                |     |     |     |
|           | Presort Enclosure (2003)            |     |     |     |
|           | Refurbish bathroom                  |     |     |     |
|           | Refurbish Tip Floor Steel Side wall |     |     |     |
|           | Sprinkler System Modifications      |     |     |     |
| Sub Total |                                     | \$0 | \$0 | \$0 |

### Capital Equipment

|                      |                  |     |     |     |
|----------------------|------------------|-----|-----|-----|
| Fiber Line           | Sorting Conveyor |     |     |     |
|                      |                  |     |     |     |
| MSW compactor        |                  |     |     |     |
| Single Stream System | MC 1             |     |     |     |
| Sub Total            |                  | \$0 | \$0 | \$0 |

### Rolling Stock

|           |                                     |          |     |          |
|-----------|-------------------------------------|----------|-----|----------|
| general   | 2 c.y. Compactor & 35 c.y. Roll-Off |          |     |          |
|           | Forklift #1 (2021)                  |          |     | \$35,000 |
|           | Forklift #2 (2021)                  |          |     | \$35,000 |
|           | #1 Skid Steer(2022)                 |          |     |          |
|           | #2 Skid Steer (2023)                |          |     |          |
|           | Front End Bucket Loader             |          |     |          |
|           | SCISSORS LIFT                       | \$35,000 |     |          |
| Sub Total |                                     | \$35,000 | \$0 | \$70,000 |
| Total MRF |                                     | \$35,000 | \$0 | \$70,000 |

# CSWD CAPITAL PROJECTS

# 3 YEAR PLAN

## ORGANICS DIVERSION FACILITY

### Site Work

|                              | FY24 | FY25     | FY26 |
|------------------------------|------|----------|------|
| Expanded food collection pad |      | \$75,000 |      |
| Sub Total                    | \$0  | \$75,000 | \$0  |

### Building & Building Repair

|                                       |          |     |     |
|---------------------------------------|----------|-----|-----|
| ASP watering system                   | \$35,000 |     |     |
| Concrete Pad Replacement (mixing bay) |          |     |     |
| Sub Total                             | \$35,000 | \$0 | \$0 |

### Capital Equipment

|                                                                 |                        |           |     |          |
|-----------------------------------------------------------------|------------------------|-----------|-----|----------|
| Komptech L3 Screener (2012 purchased used; 10 year useful life) | 12-15 year useful life | \$750,000 |     |          |
| ASP Trommel screener (2022)                                     | 15 year useful life    |           |     |          |
| ASP BLOWER SYSTEM (AERATED STATIC PILE)                         |                        |           |     | \$50,000 |
| Sub Total                                                       |                        | \$750,000 | \$0 | \$50,000 |

### Rolling Stock

|                                      |                     |           |           |     |
|--------------------------------------|---------------------|-----------|-----------|-----|
| 2003 MACK PUMP TRUCK (4500 GAL TANK) | rehab               | \$25,000  |           |     |
| Loader #1 (2021)                     | 10 year useful life |           |           |     |
| Loader #2 (2018)                     | 7 year useful life  |           | \$260,000 |     |
| Loader #3 (2021) JD 524              | 12 year useful life |           |           |     |
| Organics collection insert for F550  | 7 year useful life  | \$100,000 |           |     |
| Used Triaxle Dump truck (ADT)        | 12 year useful life |           |           |     |
| stacking conveyor (2021)             | 20 year useful life |           |           |     |
| Sub Total                            |                     | \$125,000 | \$260,000 | \$0 |

### ODF Expansion

| Phase III        |  |                    |                  |                 |
|------------------|--|--------------------|------------------|-----------------|
| site grading     |  | \$150,000          |                  |                 |
| Sub Total        |  | \$150,000          | \$0              | \$0             |
| <b>Total ODF</b> |  | <b>\$1,060,000</b> | <b>\$335,000</b> | <b>\$50,000</b> |

# CSWD CAPITAL PROJECTS

# 3 YEAR PLAN

| Roll-Off and Maintenance                        |                                              | FY24              | FY25                | FY26            |
|-------------------------------------------------|----------------------------------------------|-------------------|---------------------|-----------------|
| <b>Capital Equipment</b>                        |                                              |                   |                     |                 |
| new roll-off containers                         |                                              | \$ -              | moved to ops budget | \$ -            |
| Sub Total                                       |                                              | \$ -              | \$ -                | \$ -            |
| <b>Rolling Stock</b>                            |                                              |                   |                     |                 |
| 2023 KENWORTH ROLL OFF TRUCK T800 #1            | 10 year useful life                          |                   |                     |                 |
| 2012 KENWORTH ROLL OFF TRUCK T800 #31           | encumbered (\$255,000)                       | \$ 25,000         |                     |                 |
| 2017 KENWORTH ROLL OFF TRUCK T800 #2            | 10 year useful life                          |                   |                     |                 |
| 2005 JD 644G Loader EDOC                        |                                              |                   | \$ 30,000           |                 |
| 2022 FORD F350 PICKUP TRUCK - Rack Truck        |                                              |                   |                     |                 |
| 2014 JD 644K Loader Maint                       |                                              | \$ 250,000        |                     |                 |
| 2014 Volvo L30GS mini-loader (maybe skid steer) |                                              | \$ 110,000        |                     |                 |
| 2015 enclosed trailer HH/lawnmower              |                                              |                   |                     | \$ 12,000       |
| Used Oil Trailer                                |                                              |                   | \$ 25,000           |                 |
| Sub Total                                       |                                              | \$ 360,000        | \$ 55,000           | \$ 12,000       |
| <b>Total Roll-Off and Maintenance</b>           |                                              | <b>\$360,000</b>  | <b>\$55,000</b>     | <b>\$12,000</b> |
| <b>Drop Off Centers</b>                         |                                              |                   |                     |                 |
| <b>Site Work</b>                                |                                              |                   |                     |                 |
| BDOC                                            | Flynn Ave<br>Pine Street Construction        | \$ 285,000        |                     |                 |
| Sub Total                                       |                                              | \$ 285,000        | \$ -                | \$ -            |
| EDOC                                            | Design for Expansion<br>Overlay lot and road |                   | \$ 60,000           | \$ 30,000       |
| Sub Total                                       |                                              | \$ -              | \$ 60,000           |                 |
| WDOC                                            | Design for Optimization                      |                   | \$ 25,000           |                 |
| Sub Total                                       |                                              | \$ -              | \$ 25,000           | \$ -            |
| <b>Total Drop Off Centers</b>                   |                                              | <b>\$ 285,000</b> | <b>\$ 85,000</b>    | <b>\$ -</b>     |

# CSWD CAPITAL PROJECTS

# 3 YEAR PLAN

## HAZARDOUS WASTE AND LATEX PAINT

### Building & Building Repair

|                                                            | FY24      | FY25 | FY26 |
|------------------------------------------------------------|-----------|------|------|
| Refurbish outdoor haz store bldgs. (2) added to ops budget | \$ 80,000 |      |      |
| Sub Total                                                  | \$ 80,000 | \$ - | \$ - |

### Rolling Stock

|                                              |                  |                  |             |
|----------------------------------------------|------------------|------------------|-------------|
| new forklift (2008) used                     |                  | \$ 34,000        |             |
| Sub Total                                    |                  | \$ 34,000        |             |
| <b>Total HAZARDOUS WASTE AND LATEX PAINT</b> | <b>\$ 80,000</b> | <b>\$ 34,000</b> | <b>\$ -</b> |

## Administration

### Capital Equipment

|                                              |                  |             |             |
|----------------------------------------------|------------------|-------------|-------------|
| New Server, routers switches, - every 5 yrs. |                  |             |             |
| POS upgrade consultant                       |                  |             |             |
| DOC bag analysis                             | \$ 60,000        |             |             |
| NetSuite upgrades                            |                  |             |             |
| Full District Revenue Sufficiency Analysis   |                  |             |             |
| website upgrades                             | \$ 35,000        |             |             |
| New Phone System - (every 5 years)           |                  |             |             |
| Sub Total                                    | \$ 95,000        | \$ -        | \$ -        |
| <b>Total Administration</b>                  | <b>\$ 95,000</b> | <b>\$ -</b> | <b>\$ -</b> |

## Old MRF

### Site Work

|                                                     |            |            |                  |
|-----------------------------------------------------|------------|------------|------------------|
| <b>Building and Site (decomissioning/repurpose)</b> | <b>\$0</b> | <b>\$0</b> | <b>\$350,000</b> |
|-----------------------------------------------------|------------|------------|------------------|

## NEW MRF

### Funding Payment

|               |  |           |           |           |
|---------------|--|-----------|-----------|-----------|
| Bond Interest |  | \$523,711 | \$839,804 | \$839,804 |
|---------------|--|-----------|-----------|-----------|

|                             |  |                     |                     |                     |
|-----------------------------|--|---------------------|---------------------|---------------------|
| <b>Capital</b>              |  | <b>\$ 2,438,711</b> | <b>\$ 1,348,804</b> | <b>\$ 1,321,804</b> |
| <b>Contingency</b>          |  | <b>\$ 243,871</b>   | <b>\$ 134,880</b>   | <b>\$ 132,180</b>   |
| <b>Capital Total</b>        |  | <b>\$ 2,682,582</b> | <b>\$ 1,483,684</b> | <b>\$ 1,453,984</b> |
| <b>MRF input</b>            |  | <b>\$ (525,000)</b> | <b>\$ -</b>         | <b>\$ -</b>         |
| <b>ODF input</b>            |  | <b>\$ -</b>         | <b>\$ (15,000)</b>  | <b>\$ (15,000)</b>  |
| <b>DOC input</b>            |  | <b>\$ (178,000)</b> | <b>\$ -</b>         | <b>\$ -</b>         |
| <b>Cap Reserve Net Cost</b> |  | <b>\$ 1,979,582</b> | <b>\$ 1,468,684</b> | <b>\$ 1,438,984</b> |





ADMINISTRATIVE OFFICE

1021 Redmond Road  
Williston, VT 05495

EMAIL [info@cswd.net](mailto:info@cswd.net)

TEL (802) 872-8100

[www.cswd.net](http://www.cswd.net)

L.

## MEMORANDUM

TO: Sarah Reeves

FROM: Jon Dorwart & Nancy Plunkett

DATE: October 20, 2022

RE: FY 2024 Projected SWMF Revenue

As you know, CSWD's Solid Waste Management Fee (SWMF or Fee) is imposed on all solid waste generated in the District as established in Article VIII of CSWD's Solid Waste Management Ordinance. Certain materials are exempt from the SWMF or are subject to a reduced Fee. Generally, the Fee is assessed at disposal sites, such as transfer stations and the landfill in Coventry. Haulers, including CSWD, which hauls waste from the District's Drop-Off Centers, recover the cost from their customers (the waste generators) through the rates they charge. The SWMF was originally set at \$17.61 in 1993. It was raised to \$22.06 in 2009 and to \$27.00 in 2013.

Estimated SWMF revenue for FY 2024 is \$3,335,702. The estimate is based on projections of waste generation and diversion from the Solid Waste Disposal and Diversion Trends Model prepared for CSWD by Skumatz Economic Research Associates. Variables impacting projections in the Model were updated including the expected economic growth rate for the coming year.

SWMF revenues rose 5.3% from FY 2021 to FY 2022, as the COVID-19 pandemic impacts abated. The CY 2021 receipts are in line with those of CY 2019. This strong and expected improvement follows the less than expected impacts of the pandemic FY 2021 totals. Calendar year disposed tons for 2021 were 134,644, a 6.8% jump from CY 2020. The difference between disposed tons and SWMF tons is that some tons disposed are charged a discounted SWMF rate. For example, certain materials used for road building in the landfill (e.g., fines from C&D processing) or alternative daily landfill cover (ADC) are charged 25% of the full rate under the CSWD ordinance, and some tons are not charged at all (Green Up Day litter collected). To illustrate the difference, 100 disposed tons of ADC equals 25 SWMF tons. Consequently, the total tons disposed is always greater than the total SWMF

tons. Post-pandemic, both the District's diversion rate increased as did disposed ADC. There is no guarantee either of these trends will continue to climb in the next projected fiscal year, which could impact the SWMF collected.

Projections under such unusual conditions continue to be extremely difficult to prepare (i.e. pandemic related issues, international conflict, reduced labor force, supply chain disruptions, and shifting consumer preferences). Severe reductions in waste generation in FY21 did not occur and picked up to 'normal' levels in FY22. Looking at three quarters of data, tons projected to be disposed in CY22 are expected to be lower than FY22 actuals by 0.6%. It is not expected that waste generation will return to pre-pandemic levels in FY23, but economic activity has improved, and the impact of federal investment continues. However, inflation and changes to monetary policy coupled with the risk of recession and international political volatility are countervailing forces. Federal support from the pandemic and resulting surpluses is underscored as a key driver for the State's economy as of July 2022 (updated in August, 2022) economic review and revenue forecast update by economist Tom Kavet for the state Emergency Board and Legislative Joint Fiscal Office (<https://lifo.vermont.gov/subjects/revenue-and-tax/state-forecasts/consensus-revenue-forecasts-legislative-economic-outlook>). Regarding the overall state economic outlook, Kavet concluded, "While downside risks abound, even with dramatically slowing economic growth in FY23 and FY24, [state tax] revenues could remain at historically high levels. Given the heightened level of uncertainty, interim quarterly revenue updates should be considered if external conditions appreciably worsen in FY23." Regarding the outlook in the housing construction industry specifically, Kavet stated in his report, "As interest rates rise, prices should moderate, but the absence of excess supply will temper price declines and provide a shorter recovery period...The current absence of overbuilding, however, should support resumed growth towards the end of the 5-year forecast horizon." From our perspective this entails a risk that recession may dampen the future amount of material generated, but also gives some confidence C&D materials may remain higher than normal especially in consideration of some of the larger ongoing and potential construction projects (i.e., Burlington downtown redevelopment, Beta Tech, Burlington High School and other commercial/housing projects ongoing or in the pipeline). Whether we will enjoy as high or increasing diversion rates in the future also could be in question since recent increases may have been driven in part by the pandemic response. Ultimately a wide variety of factors could impact the amount of disposed material in potentially unpredictable ways.

Given Kavet's Vermont economic forecast and using the Skumatz model, the SWMF is projected to be 1.3% lower than the FY 2023 estimate and 2.5% lower than projected for CY 2021 resulting in a baseline of 123,545 tons at \$3,335,702 in revenue for FY 2024.

Disposal data from recent calendar and fiscal years and SWMF projections are shown in the following table:

| TONS DISPOSED                   | MSW         | C&D    | C&D Road | ADC*   | TOTAL   | SWMF TONS |
|---------------------------------|-------------|--------|----------|--------|---------|-----------|
|                                 |             |        | Build*   |        |         |           |
| CY 2020 actual                  | 87,357      | 30,819 | 707      | 7,162  | 126,045 | 120,143   |
| CY 2021 actual                  | 88,485      | 34,806 | 1        | 11,352 | 134,644 | 126,129   |
| FY 2022 actual                  | 87,747      | 35,439 | 1        | 16,274 | 139,461 | 127,255   |
| CY 2022 - actual thru 3Q        | 64,469      | 27,544 | 1,250    | 13,239 | 106,502 | 95,635    |
| CY 2022 - actual + projected 4Q | 86,969      | 35,884 | 1,460    | 14,239 | 138,552 | 126,778   |
| FY 2023 budget projection       | 88,800      | 36,000 | 800      | 1,000  | 126,600 | 124,600   |
| FY 2024 budget projection       | 86,595      | 36,500 | 800      | 1,000  | 124,895 | 123,545   |
| 25% of SWMF FY 2023             |             |        | 200      | 250    |         |           |
| SWMF Tons                       | 123,545     |        |          |        |         |           |
| SWMF Revenue                    | \$3,335,702 |        |          |        |         |           |

\*These are regular C&D fines from the C&D recycling facility plus painted concrete from demolition projects in FY21 & beginning of FY22 used in landfill road building. The SWMF rate for these and ADC is 25% of the full rate.

Chittenden Solid Waste District  
Fiscal Year 24 Proposed Budget  
Reserve Funds

Excess income is allocated to specified reserve accounts based on their established priority and reserve type.

Reserve Types include:

**Restricted Reserves:** resources subject to constraints. Due to the nature of their restriction, expenses must be tracked to prove the funds are used as authorized.

**Committed Reserves:** include encumbrances not otherwise reflected in Restricted Reserves. Limitations on spending imposed by the annual operating budget naturally lapse with the passage of time and thus do not remain binding indefinitely. Committed Reserves allows for the inclusion of encumbrances committed to, but not yet obtained.

**Assigned Reserves:** may be established by the Board from time to time to meet the future needs of CSWD. These reserves are established and may be changed by resolution of the Board in accordance with the Open Meeting Law requirements.

**Undesignated Funds:** not considered special revenue fund and include the unrestricted surplus funds not accounted for and reported in another fund

In FY24, CSWD will manage the following Restricted Reserves:

**Biosolids Reserve** – established by the contract with the members of wastewater treatment plants for the disposal of sludge. Reserves are often designated to reduce the impact of market conditions on the fees assessed from biosolids or to collect funds for the purchase of capital equipment. Budget projections for FY24 indicate **an increase of \$45,500**.

**Landfill Post Closure Reserve** – designated to assure funding exists to meet the requirements of the 30-year process of closing the landfill that began in 1996. Members of the operations team perform an annual audit to review the current closing cost and adjust for inflation and alterations, as necessary. Excess funds will remain in this fund until CSWD reaches custodial care through resolution with the state, expected no sooner than Fiscal Year 2025. A portion of the reserve earns interest through interest-bearing accounts. Both expected expenditures and expected interest earned are included in the annual budget. Budget projections for FY24 indicate **a reduction of \$176,452**.

**Facilities Solid Waste Termination Reserve** – mandated to safely remove solid waste from closed operating facilities as required by state law. Members of the operations team perform an annual review of the current termination cost adjusting for inflation and alterations, as necessary. Funds for this reserve reside in an interest-bearing account; revenue from the account is included in the Finance budget. Budget projections for FY24 indicate **an increase of \$500**.

In FY24, CSWD will manage the following Temporarily Restricted Reserves:

**Materials Recycling Facility Reserve-** developed in FY23 to maintain a minimum fund balance per the bond agreement. Additional funds will be deposited as available, until management is confident bond payments can be completed through the net ordinary income at the Materials Recycling Facility.

Chittenden Solid Waste District  
Fiscal Year 24 Proposed Budget  
Reserve Funds

In FY24 CSWD will manage the following Assigned Reserves:

**Solid Waste Management Reserve** – designated to provide support to management services as described in the Charter through a management fee structure. Budget projections for FY24 indicate a **decrease of \$7,236**. Upon completion of the “waterfall effect” the fund will return to the maximum balance maintained in that reserve.

**Operating Reserve** – designated to provide funds to operating programs and reduce the reliance on the solid waste management subsidy. It is assumed contributions are made in years when operation allocations balances are in excess; withdrawals are made when operational allocations balances are insufficient. In the event operating reserves are depleted, funding will be withdrawn from the Solid Waste Management Reserve. Budget projections for FY24 indicate an **increase of \$176,385**. Upon completion of the “waterfall effect” the fund will return to the maximum balance of \$1,750,000 and the excess funds will be redistributed.

**Capital Reserves** – established to preserve funding for future capital projects, asset upgrades and replacement of depreciated or disposed assets. Budget projections for FY24 indicate an **increase of \$934,614 from the department budgets and a decrease of \$2,682,582 for capital projects, for a net decrease of \$1,747,968**. Upon the completion of the “waterfall effect” an additional \$74,149 will be redistributed to this fund.

**Community Clean Up Fund** – designated to member communities for local permissible projects. Budget projections for FY24 indicate a **decrease of \$95,000**. Upon completion of the “waterfall effect” it will replenish to \$95,000.

| Reserve Fund                        | Assumed<br>Balance at<br>the end of<br>FY23 | Assumed<br>Changes per<br>FY24 Proposed<br>Budget | FY24<br>Capital<br>Plan | Waterfall<br>adjustments | Balance at<br>the end of<br>FY24 |
|-------------------------------------|---------------------------------------------|---------------------------------------------------|-------------------------|--------------------------|----------------------------------|
| <b>RESTRICTED</b>                   |                                             |                                                   |                         |                          |                                  |
| Landfill Post Closure Reserve       | 353,024                                     | (176,452)                                         | -                       | -                        | 176,572                          |
| Biosolids Reserve                   | 335,224                                     | 45,500                                            | -                       | -                        | 380,724                          |
| Facilities Closure Reserve          | 1,464,178                                   | 500                                               | -                       | -                        | 1,464,678                        |
| <b>TEMPORARILY RESTRICTED</b>       |                                             |                                                   |                         |                          |                                  |
| Material Recycling Facility Reserve | 2,200,000                                   | -                                                 | -                       | 0                        | 2,200,000                        |
| <b>DESIGNATED</b>                   |                                             |                                                   |                         |                          |                                  |
| Solid Waste Management Reserve      | 1,000,000                                   | (7,236)                                           | -                       | 7,236                    | 1,000,000                        |
| Operating Reserve                   | 1,750,000                                   | 176,385                                           | -                       | (176,385)                | 1,750,000                        |
| Capital Reserve                     | 5,025,717                                   | 934,614                                           | (2,682,582)             | 74,149                   | 3,351,898                        |
| Community Cleanup Fund              | 95,000                                      | (95,000)                                          | -                       | 95,000                   | 95,000                           |
| <b>UNDESIGNATED</b>                 |                                             |                                                   |                         |                          |                                  |
| Undesignated                        | 1,000,000                                   | 0                                                 |                         | 0                        | 1,000,000                        |

CHITTENDEN SOLID WASTE DISTRICT  
FY 24 SCHEDULE OF PROGRAM TIPPING FEES

N.

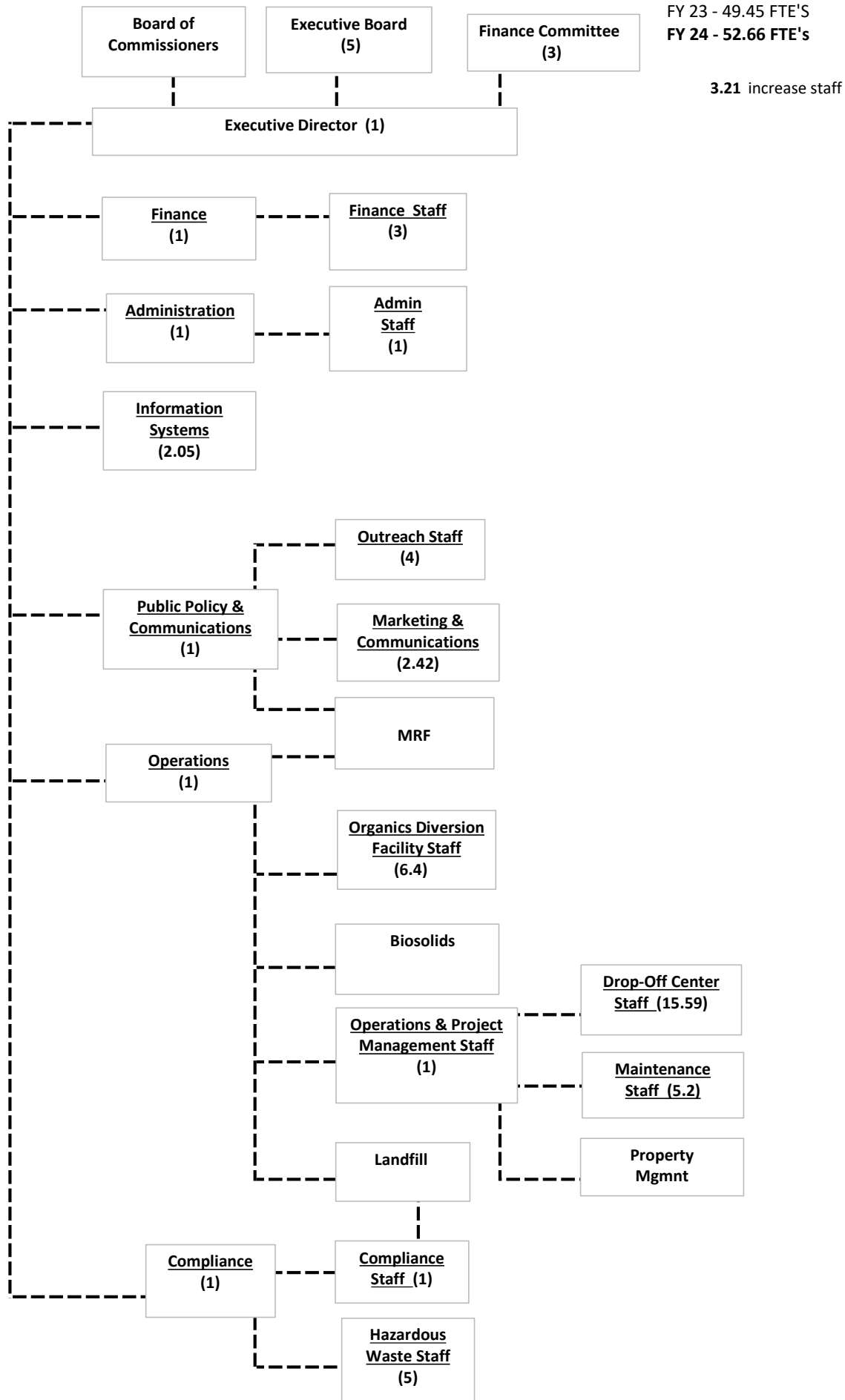
|                                                       | FY22      | FY23      | FY24      | Change<br>from FY23 to<br>FY24 |    |        |    |      |
|-------------------------------------------------------|-----------|-----------|-----------|--------------------------------|----|--------|----|------|
| <b>MATERIALS RECYCLING FACILITY</b>                   |           |           |           |                                |    |        |    |      |
| <i>Materials Sales fluctuate with market price.</i>   |           |           |           |                                |    |        |    |      |
| Budgeted Tipping Fees:                                |           |           |           |                                |    |        |    |      |
| In-District materials, per ton                        | \$        | 80.00     | \$        | 80.00                          | \$ | 85.00  | \$ | 5.00 |
| Out-of-District materials, per ton                    | \$        | 80.00     | \$        | 80.00                          | \$ | 85.00  | \$ | 5.00 |
| <b>DROP-OFF CENTERS</b>                               |           |           |           |                                |    |        |    |      |
| <i>Items accepted vary by facility</i>                |           |           |           |                                |    |        |    |      |
| Household Trash                                       |           |           |           |                                |    |        |    |      |
| Small - up to 13 gallons                              | \$        | 2.75      | \$        | 2.00                           | \$ | 3.00   | \$ | 1.00 |
| Medium - 14 to 35 gallons                             | \$        | 5.25      | \$        | 6.00                           | \$ | 8.00   | \$ | 2.00 |
| Large - 36 to 45 gallons                              | \$        | 7.50      | \$        | 8.00                           | \$ | 11.00  | \$ | 3.00 |
| per cubic yard                                        | \$        | 41.25     | \$        | 42.00                          | \$ | 48.00  | \$ | 6.00 |
| at Drop-Off Center in Burlington, per pound           | \$        | 0.21      | n/a       | n/a                            |    |        |    |      |
| Recycling                                             |           |           |           |                                |    |        |    |      |
| Blue-bin Recyclables, with paid trash items           | No charge | No charge | No charge |                                |    |        | \$ | -    |
| Blue-bin Recyclables ONLY                             | \$        | 2.00      | \$        | 2.00                           | \$ | 2.00   | \$ | -    |
| Organics                                              |           |           |           |                                |    |        |    |      |
| Food Scraps, with paid trash items                    | No charge | No charge | No charge |                                |    |        | \$ | -    |
| Food Scraps (per 5 gallons), without paid trash items | \$        | 1.50      | \$        | 1.00                           | \$ | 1.00   | \$ | -    |
| Tree limbs, trunks, clean stumps, & brush:            |           |           |           |                                |    |        |    |      |
| Up to 1 cubic yard (Milton & Essex)                   | n/a       | No charge | No charge |                                |    |        | \$ | -    |
| Up to 3 cubic yards (Williston)                       | No charge | No charge | No charge |                                |    |        | \$ | -    |
| Each cubic yard in excess of 3 cy                     | \$        | 10.00     | \$        | 5.00                           | \$ | 5.00   | \$ | -    |
| Pallets & clean lumber:                               |           |           |           |                                |    |        |    |      |
| Up to 1 cubic yard (Milton & Essex)                   | No charge | No charge | No charge |                                |    |        | \$ | -    |
| Up to 3 cubic yards (Williston)                       | n/a       | No charge | No charge |                                |    |        | \$ | -    |
| Each cubic yard in excess of 1 cy                     | \$        | 5.00      | \$        | 5.00                           | \$ | 5.00   | \$ | -    |
| Per ton                                               | \$        | 50.00     | \$        | 50.00                          | \$ | 50.00  | \$ | -    |
| Yard debris                                           | n/a       | No Charge | No Charge |                                |    |        | \$ | -    |
| Special Materials                                     |           |           |           |                                |    |        |    |      |
| Non-covered Electronics ~ per pound (by appt. only)   | \$        | 0.18      | \$        | 0.18                           | \$ | 0.18   | \$ | -    |
| Gypsum wallboard (clean, new scrap):                  |           |           |           |                                |    |        |    |      |
| Small loads (up to 2 cy), per cubic yard              | \$        | 22.50     | \$        | 22.50                          | \$ | 22.50  | \$ | -    |
| Large loads, per ton                                  | \$        | 90.00     | \$        | 90.00                          | \$ | 90.00  | \$ | -    |
| Tires ~ up to 16"                                     | \$        | 2.25      | \$        | 3.00                           | \$ | 3.00   | \$ | -    |
| Tires ~ 16.5" to 19"                                  | \$        | 3.75      | \$        | 3.00                           | \$ | 3.00   | \$ | -    |
| Tires ~ per ton                                       | \$        | 200.00    | \$        | 225.00                         | \$ | 225.00 | \$ | -    |
| Propane cylinders over 20 lbs.                        | \$        | 5.00      | \$        | 5.00                           | \$ | 5.00   | \$ | -    |
| Mercury-containing products*                          | No charge | No charge | No charge |                                |    |        | \$ | -    |
| Propane cylinders 20 lbs. & under*                    | No charge | No charge | No charge |                                |    |        | \$ | -    |
| Dense Construction & Demolition Materials             |           |           |           |                                |    |        |    |      |
| up to 13-gallon bag/barrel                            | \$        | 5.50      | \$        | 5.00                           | \$ | 5.00   | \$ | -    |
| up to 33-gallon bag/barrel                            | \$        | 10.50     | \$        | 10.00                          | \$ | 10.00  | \$ | -    |
| up to 45-gallon bag/barrel                            | \$        | 15.00     | \$        | 15.00                          | \$ | 15.00  | \$ | -    |
| per cubic yard                                        | \$        | 82.50     | \$        | 82.00                          | \$ | 82.00  | \$ | -    |

CHITTENDEN SOLID WASTE DISTRICT  
FY 24 SCHEDULE OF PROGRAM TIPPING FEES

|                                                                            | FY22             | FY23                     | FY24                     | Change<br>from FY23 to<br>FY24 |
|----------------------------------------------------------------------------|------------------|--------------------------|--------------------------|--------------------------------|
| <b>DROP-OFF CENTERS, continued</b>                                         |                  |                          |                          |                                |
| <i>Items accepted vary by facility</i>                                     |                  |                          |                          |                                |
| Other Items                                                                |                  |                          |                          |                                |
| Appliances without refrigerants                                            | \$ 5.00          | \$ 5.00                  | \$ 5.00                  | \$ -                           |
| Appliances with refrigerants                                               | \$10-\$15        | \$10-\$15                | \$10-\$15                |                                |
| Batteries (household and lead acid)*                                       | No charge        | No charge                | No charge                |                                |
| Electronics -non-covered                                                   | \$1-\$15         | No charge                | No charge                |                                |
| Electronics - items covered by State program                               | No charge        | No charge                | No charge                |                                |
| Fluorescent lamps*                                                         | No charge        | No charge                | No charge                |                                |
| Small furniture item                                                       | \$ 11.00         | \$4-11                   | \$4-11                   |                                |
| Large furniture item                                                       | \$ 22.00         | \$16- 22                 | \$16- 22                 |                                |
| Twin box spring                                                            | \$ 18.75         | \$ 20.00                 | \$ 20.00                 | \$ -                           |
| Twin mattress                                                              | \$ 18.75         | \$ 20.00                 | \$ 20.00                 | \$ -                           |
| Full/double/queen mattress                                                 | \$ 11.00         | \$ 25.00                 | \$ 25.00                 | \$ -                           |
| Full/double/queen box spring                                               | \$ 11.00         | \$ 25.00                 | \$ 25.00                 | \$ -                           |
| King mattress                                                              | \$ 22.00         | \$ 30.00                 | \$ 30.00                 | \$ -                           |
| King box spring                                                            | \$ 22.00         | \$ 30.00                 | \$ 30.00                 | \$ -                           |
| Crib mattress                                                              | \$ 6.00          | \$ 6.00                  | \$ 6.00                  | \$ -                           |
| Hard cover books*                                                          | No charge        | \$ -                     | \$ -                     | \$ -                           |
| Scrap metal                                                                | No charge        | No charge                | No charge                | \$ -                           |
| Textiles*                                                                  | No charge        | No charge                | No charge                | \$ -                           |
| Tires                                                                      | \$ 2.75          | \$ 3.00                  | \$ 3.00                  | \$ -                           |
| Tires ~ Up to 19"                                                          | \$ 5.25          | \$ 3.00                  | \$ 3.00                  | \$ -                           |
| Tires ~ 20" to 24.5"                                                       | \$ 14.00         | \$ 15.00                 | \$ 15.00                 | \$ -                           |
| Tires ~ large equipment tires                                              | \$ 56.00         | \$ 56.00                 | \$ 56.00                 | \$ -                           |
| Used oil*                                                                  | No charge        | No charge                | No charge                | \$ -                           |
| Used oil filters*                                                          | No charge        | No charge                | No charge                | \$ -                           |
| Ashes (accepted as trash)                                                  |                  | \$2-8; \$42 (Cubic Yard) | \$2-8; \$42 (Cubic Yard) | \$ -                           |
| <b>HAZARDOUS WASTE - ENVIRONMENTAL DEPOT &amp; ROVER</b>                   |                  |                          |                          |                                |
| Environmental Depot                                                        |                  |                          |                          |                                |
| Household hazardous waste                                                  |                  | No Charge                | No Charge                | \$ -                           |
| Business hazardous waste ~ Conditionally Exempt Generators                 | Call For Pricing | Call For Pricing         | Call For Pricing         |                                |
| Rover                                                                      |                  |                          |                          |                                |
| Household hazardous waste                                                  |                  | No Charge                | No Charge                | \$ -                           |
| <b>BIOSOLIDS</b>                                                           |                  |                          |                          |                                |
| <i>price based on agreed-upon contract with member towns</i>               |                  |                          |                          |                                |
| Sludge                                                                     |                  |                          |                          |                                |
| Sludge per wet ton for disposal (average projected blended rate, opt out)  | NA               | NA                       | NA                       | \$ -                           |
| Sludge per wet ton for disposal (average projected blended rate)           | \$ 87.40         | \$ 91.30                 | \$ 96.06                 | \$ 4.76                        |
| Sludge per wet ton for land application (average projected blended rate)   | NA               | NA                       | NA                       | \$ -                           |
| Sludge per wet ton for alkaline treatment (average projected blended rate) | \$ 92.87         | \$ 99.01                 | \$ 104.67                | \$ 5.66                        |
| <b>Organics Diversion Facility</b>                                         |                  |                          |                          |                                |
| Food Waste                                                                 |                  |                          |                          |                                |
| Tip fee, per ton                                                           | \$ 60.00         | \$ 65.00                 | \$ 70.00                 | \$ 5.00                        |
| <b>Solid Waste Management</b>                                              |                  |                          |                          |                                |
| Budgeted Fee:                                                              |                  |                          |                          |                                |
| Management Fee, per ton                                                    | \$ 27.00         | \$ 27.00                 | \$ 27.00                 | \$ -                           |

# FY 24 CSWD ORGANIZATIONAL CHART

O.





KIMBERLEE J. STURTEVANT, ESQ.  
Acting City Attorney  
JARED J. PELLERIN, ESQ.  
Assistant City Attorney  
HAYLEY I. MCCLENAHAN, ESQ.  
Assistant City Attorney  
KYLE S. CLAUSS, ESQ.  
Assistant City Attorney



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

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

Annual Report on Livable  
Wage Ordinance — FY23

To: Mayor Weinberger and City Council  
From: City Attorney's Office  
Date: April 13, 2023

The City Attorney's Office has worked in conjunction with the Designated Accountability Monitors (DAMs) to conduct audits, make routine worksite visits to perform outreach, undertake spot checks for worksite requirements as established by the Ordinance, and to promote employee education of the Livable Wage Ordinance.

This is the City Attorney's Annual Report on the Livable Wage Ordinance for FY23 (April 12, 2022, to April 13, 2023).

(a) *A list of all covered employers broken down by department.*

Attached are lists of the reported contracts covered by the Livable Wage Ordinance (CW Livable Wage Report 2023 and BED Livable Wage Report 2023). BED continues to maintain its own lists of contracts, and all other departments are contained in the attached ContractWorks database maintained by the City Attorney's Office. The City Attorney's Office is currently reviewing the way ContractWorks is being utilized by City Departments to ensure compliance with livable wage reporting.

*(b) A list of all covered employers whose service contract did not contain the language required by this article.*

All written contracts identified in the list contain the language required by this article and/or a written certificate of compliance. The column entitled "Date Livable Wage Certification received" shows the dates of the most recent certifications provided to this office. On the BED list, all certifications are current as of April 13, 2023.

*(c) All complaints filed and investigated by the City Attorney's Office and the results of such investigation.*

Since the last annual report, the City Attorney's Office received no livable-wage complaints. During the most recent fiscal year, commencing with field work in July 2022, the City's accountability monitors conducted livable-wage audits --one of which is ongoing-- as summarized below.

1. Don Weston Excavating Inc. - University Place Street Improvement Project. The prime-contractor employer (ER) provided employment records in a timely manner and no violations of the Livable Wage Ordinance were disclosed. This was the City's first audit of the ER, and the audit was concluded.
2. Desroches Construction Services, Inc. - Mansfield Avenue Sidepath and Traffic Calming Project (Construction). The prime-contractor employer (ER) provided employment records --both for itself and for its subcontractors-- in a timely manner and no violations of the Livable Wage Ordinance were disclosed. This was the City's first audit of the ER, and the audit was concluded.
3. Farrington Construction Co. ("Farrington") - Red Stone Cottage Restoration Project. The prime-contractor employer (ER) provided employment records in a timely fashion, and its own payroll records disclosed no violations with respect to the Livable Wage Ordinance's (LWO) provisions. Violations were disclosed regarding a project subcontractor, Vaillancourt Property Management Inc. ("Vaillancourt"), which, upon investigation, the City's accountability monitors concluded had misclassified three individuals who were held out as independent contractors. Employment records were obtained from one of the three misclassified employees, and the records showed that the employees had been paid under the table, in that no governmental withholdings were deducted. In addition to the ER's failure to ensure timely production of its subcontractor's employment records, the ER failed to provide notice to the subcontractor of the applicability of the LWO. The ER informed the City that it had no other subcontracts with Vaillancourt. Moreover, the ER was made aware that it needed to improve its vetting of prospective subcontractors, and needed to ensure notice of the LWO in all future subcontracts. This was the City's first audit of the ER, and the audit was concluded.
4. Kompan Inc. ("Kompan") - Calahan Park Improvements Project. The prime-contractor employer (ER) (USA headquarters in Austin, Texas) hired a subcontractor (based out

of Fort Plain, New York) to perform its contracted project work. The ER failed to ensure timely production of the employment records of its subcontractor. After being informed that employers found in violation of the Livable Wage Ordinance (LWO) may be assessed monetary penalties and be barred from future City contracts, the ER ensured production of its subcontractor's employment records. Upon review of the subcontractor's employment records, no violations of the LWO's wage and PTO provisions were disclosed. In addition to the ER's failure to ensure timely production of its subcontractor's employment records, it is here noted that the employer failed to provide notice to the subcontractor of the applicability of the LWO. This was the City's first audit of the ER, and the audit was concluded.

5. Chocolate Thunder Security Inc. - Fletcher Free Library / City Hall Security (two service contracts). The employer (ER) provided employment records in a timely manner and fully cooperated during the City's audit. Wage and paid time-off violations of the Livable Wage Ordinance were disclosed, and 19 employees were found to be due \$8,484.74 in back wages. The ER agreed to come into compliance and to pay all back wages found due. The employer provided proof of payment of the back wages. This was the City's first audit of the ER, and the audit was concluded.
6. SD Ireland Kubricky Joint Venture LLC - Champlain Parkway Project. This is a multi-year project with numerous subcontractors and, therefore, the City's audit is ongoing. To date, upon review of employment records for approximately a dozen project subcontractors, no *wage*-related violations have been disclosed. The City's accountability monitors have provided outreach to several project subcontractors, all of whom have fully cooperated with the audit, primarily with regard to the LWO's paid time-off provisions. In sum, the City intends to continue the audit for the duration of the project and remain engaged with SD Ireland and their subcontractors to ensure awareness and continued compliance by all.

The City Attorney's Office will continue to work with Departments and the accountability monitors to ensure compliance with the LWO across all contracts for the remainder of FY '23 and throughout FY '24.

# City of Burlington

## Report: 2023 Livable Wage Report

| Department               | Vendor Name                                    | Description                                                                                                                                                                    | Total Value/Cost | Date Livable Wage Certification Received? | Start Date | End Date   |
|--------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------|------------|------------|
| Attorney's Office        | Downs Rachlin Martin PLLC                      | legal advice re general labor & employment matters                                                                                                                             |                  | 03/30/2023                                | 01/23/2023 | 01/23/2024 |
| Attorney's Office        | Dunkiel Saunders Elliott Raubvogel & Hand PLLC | legal representation re UVM Trinity Campus Zoning Overlay District                                                                                                             |                  | 03/28/2023                                | 06/13/2022 | 06/13/2023 |
| Attorney's Office        | Dunkiel Saunders                               | legal services                                                                                                                                                                 |                  | 05/19/2021                                | 05/01/2021 | 06/30/2022 |
| Attorney's Office        | Paul Frank and Collins                         | legal services                                                                                                                                                                 |                  | 02/08/2022                                | 02/08/2022 | 02/07/2023 |
| Attorney's Office        | McNeil Leddy Sheahan                           | legal services                                                                                                                                                                 |                  | 03/27/2023                                | 03/27/2023 | 03/27/2024 |
| Attorney's Office        | MSK Attorneys                                  | development of 125 Lakeside Ave & 68 Sears Ln                                                                                                                                  |                  | 03/27/2023                                | 08/26/2022 | 08/25/2023 |
| Attorney's Office        | Murphy Sullivan and Kronk                      | legal services                                                                                                                                                                 |                  | 05/11/2021                                | 05/01/2021 | 05/01/2022 |
| Attorney's Office        | Primmer Piper Eggleston & Cramer PC            | legislative services                                                                                                                                                           |                  | 04/05/2023                                | 12/01/2022 | 05/31/2023 |
| Burlington Int'l Airport | Casella Waste Management                       | Trash and Recycling                                                                                                                                                            |                  | 05/27/2020                                | 05/01/2018 | 04/30/2023 |
| Burlington Int'l Airport | Engelberth Construction                        | new building expansion                                                                                                                                                         | 13,940,303.00    | 04/14/2021                                | 03/19/2021 | 01/01/2023 |
| Burlington Int'l Airport | American Association of Airport Executives     | develop, deliver & maintain digital interactive employee training                                                                                                              | 113,915.00       | 02/12/2021                                | 03/11/2021 | 06/30/2026 |
| Burlington Int'l Airport | ParkingSoft, LLC                               | PARCS Contract                                                                                                                                                                 |                  | 05/06/2020                                | 04/25/2018 | 04/30/2024 |
| Burlington Int'l Airport | Jacobs Engineering Group, Inc.                 | Reconstruct, Mark and Light Parallel Taxiway 'G', Phase 2<br>Project: The City seeks to employ the Consultant to perform resident engineering, inspection and material testing | 721,862.00       | 04/16/2021                                | 10/02/2019 | 12/31/2022 |

| Department                     | Vendor Name                       | Description                                                                                                                                                                                                           | Total Value/Cost | Date Livable Wage Certification Received? | Start Date | End Date   |
|--------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------|------------|------------|
|                                |                                   | services for the following as shown on the 90%submission documents date March 8, 2019:<br>-Construct a portion of Taxiway 'G'<br>-Reconstruct a portion of Taxiway 'A'<br>-Relocate a portion of vehicle service road |                  |                                           |            |            |
| CEDO                           | Engineering Ventures              |                                                                                                                                                                                                                       |                  | 02/11/2022                                | 02/15/2022 | 06/01/2022 |
| Church St. Marketplace         | J. Labrecque, LLC                 |                                                                                                                                                                                                                       | 153,515.00       | 10/19/2020                                | 10/22/2020 | 06/30/2023 |
| Fire Department                | ECP Services                      | Ambulance Billing Services                                                                                                                                                                                            |                  | 04/15/2021                                | 07/01/2020 | 06/30/2024 |
| Fire Department                | Safety Systems of Vermont         |                                                                                                                                                                                                                       |                  | 04/30/2021                                |            | 05/01/2022 |
| Fletcher Free Library          | Dore & Whittier Architects, Inc.  | Design of Fletcher Free                                                                                                                                                                                               |                  | 08/27/2021                                | 01/13/2022 | 06/30/2023 |
| Innovation and Technology      | Vertek                            |                                                                                                                                                                                                                       |                  |                                           | 06/15/2020 | 06/15/2022 |
| Innovation and Technology      | The Tech Group                    |                                                                                                                                                                                                                       |                  | 04/20/2021                                | 04/20/2021 | 04/20/2022 |
| Innovation and Technology      | The Tech Group                    |                                                                                                                                                                                                                       |                  | 04/20/2021                                | 04/20/2021 | 04/20/2022 |
| Innovation and Technology      | TechGroup                         | FY23 rates                                                                                                                                                                                                            |                  | 03/28/2023                                | 07/07/2022 | 06/30/2023 |
| Parks, Recreation & Waterfront | Local Motion Inc.                 | Valet Bicycle Parking Agreement                                                                                                                                                                                       | 16,000.00        | 05/08/2020                                | 04/27/2020 | 11/25/2024 |
| Parks, Recreation & Waterfront | Offshoots Inc.                    | Consultant for Calahan Park Master Plan                                                                                                                                                                               | 37,995.00        | 02/19/2021                                | 02/20/2021 | 06/30/2022 |
| Planning & Zoning              | Economic & Planning Systems (EPS) | Impact Fee Study                                                                                                                                                                                                      | 99,176.00        | 12/16/2022                                | 01/19/2023 | 12/31/2023 |
| Police Department              | Burlington Communications         | Communications Equipment Service Contract                                                                                                                                                                             | 23,784.00        | 03/29/2023                                | 07/01/2022 | 06/30/2023 |

| Department        | Vendor Name                            | Description                                                            | Total Value/Cost | Date Livable Wage Certification Received? | Start Date | End Date   |
|-------------------|----------------------------------------|------------------------------------------------------------------------|------------------|-------------------------------------------|------------|------------|
| Police Department | VT Center for Responder Wellness       |                                                                        |                  | 04/11/2021                                | 04/11/2021 | 04/11/2022 |
| Police Department | Tech Group                             | Managed Care                                                           |                  | 07/07/2022                                | 07/01/2022 | 06/30/2023 |
| Police Department | State of Vermont Dept of Public Safety | Long Term High Visability Contract                                     | 196,185.60       |                                           | 01/29/2023 | 07/31/2023 |
| Police Department | VT Center for Responder Wellness       | Psychological Services                                                 | 20,000.00        | 08/01/2022                                | 07/01/2022 | 06/30/2023 |
| Public Works      | Benoit Electric Inc                    |                                                                        |                  | 06/29/2021                                | 08/12/2021 | 12/31/2024 |
| Public Works      | DuBois & King                          |                                                                        | 141,678.00       | 05/26/2021                                | 06/30/2021 | 12/31/2022 |
| Public Works      | Christian Electric                     |                                                                        |                  | 07/02/2021                                | 08/12/2021 | 12/31/2024 |
| Public Works      | Raftelis Financial Consultants         | Amendment - renewal term #2 of 3                                       | 467,035.00       | 01/11/2022                                | 01/17/2022 | 06/30/2023 |
| Public Works      | S.D. Ireland Brothers Corp             |                                                                        | 810,000.00       | 03/31/2022                                | 07/14/2022 | 06/30/2023 |
| Public Works      | ECI                                    |                                                                        |                  | 06/03/2022                                |            | 12/31/2022 |
| Public Works      | EIV                                    | On Call Main Agreement                                                 |                  | 03/29/2021                                | 06/02/2021 | 12/31/2024 |
| Public Works      | Raftelis                               | Financial Model Update, Affordability Program review, triennial review | 50,000.00        | 02/15/2023                                | 03/03/2023 | 06/30/2023 |
| Public Works      | Raftelis                               | Staffing evaluation and compensation study                             | 31,000.00        | 02/15/2023                                | 03/03/2023 | 06/30/2023 |
| Public Works      | VHB                                    |                                                                        | 372,220.00       | 05/18/2020                                | 05/21/2020 | 06/30/2022 |
| Public Works      | Fuss & O'Neill                         | On Call Main Agreement                                                 |                  | 03/19/2021                                | 06/16/2021 | 12/31/2024 |
| Public Works      | Paragon                                |                                                                        | 8,182.00         | 04/15/2020                                | 05/14/2020 | 06/30/2022 |
| Public Works      | OptiRTC, Inc.                          |                                                                        |                  | 08/12/2021                                | 08/12/2021 | 08/12/2022 |
| Public Works      | Vanasse Hangen Brustlin, Inc.          | Main Street Design Contract                                            | 402,988.00       | 10/11/2021                                | 11/08/2021 | 09/30/2022 |
| Public Works      | Desroches Construction Services, Inc.  | Mansfield Ave Sidepath & Traffic Calming Construction Contract         | 392,787.00       | 03/02/2022                                | 04/18/2022 | 08/22/2022 |

| Department   | Vendor Name                | Description                                                                         | Total Value/Cost | Date Livable Wage Certification Received? | Start Date | End Date   |
|--------------|----------------------------|-------------------------------------------------------------------------------------|------------------|-------------------------------------------|------------|------------|
| Public Works | Parker Excavation          |                                                                                     |                  | 10/05/2020                                | 10/22/2020 | 10/31/2023 |
| Public Works | Courtland Construction     |                                                                                     |                  | 10/06/2020                                | 10/28/2020 | 10/31/2023 |
| Public Works | Engineers Construction Inc | on call services for water resources utility repairs & excavation projects          |                  | 09/25/2020                                | 12/08/2020 | 10/31/2023 |
| Public Works | SD Ireland                 |                                                                                     |                  | 09/17/2020                                | 10/28/2020 | 10/31/2023 |
| Public Works | Dirt Tech                  | on-call services for water resources utility repairs & excavation projects          |                  | 10/06/2020                                | 11/13/2020 | 10/31/2023 |
| Public Works | IPS Group Inc.             | Modem Upgrade                                                                       |                  | 09/16/2021                                | 09/16/2021 | 12/31/2022 |
| Public Works | M&K Commercial Diving      | Underwater Infrastructure Inspection Services                                       | 90,000.00        | 10/17/2022                                | 12/02/2022 | 12/31/2026 |
| Public Works | Mountain Air Systems       |                                                                                     |                  | 07/14/2021                                | 08/12/2021 | 12/31/2024 |
| Public Works | Nolan Electric             |                                                                                     |                  | 07/16/2021                                | 08/19/2021 | 12/31/2024 |
| Public Works | Paragon                    | Update the scope of services, and adjust the maximum limiting amount.               | 37,917.26        | 03/29/2021                                | 05/14/2020 | 06/30/2022 |
| Public Works | Parkmobile LLC             | pay by cell services for public parking                                             |                  | 06/02/2020                                | 01/30/2018 | 01/30/2023 |
| Public Works | Pratt & Smith Electrical   |                                                                                     |                  | 06/28/2021                                | 08/12/2021 | 12/31/2024 |
| Public Works | Granit Inliner             | Distribution and Collection System Improvements                                     | 6,744,196.00     | 08/12/2021                                | 08/24/2021 | 06/30/2023 |
| Public Works | Aldrich & Elliot           | Construction Inspection Services for Shelburne Street Roundabout Water/Sewer System | 8,344.98         | 05/13/2021                                | 02/11/2022 | 06/30/2022 |
| Public Works | Aldrich & Elliot           | Construction Inspection Services for Shelburne Street Roundabout Water/Sewer System | 89,800.00        | 05/13/2021                                | 05/26/2021 | 06/30/2022 |

| Department   | Vendor Name                   | Description                                         | Total Value/Cost | Date Livable Wage Certification Received? | Start Date | End Date   |
|--------------|-------------------------------|-----------------------------------------------------|------------------|-------------------------------------------|------------|------------|
| Public Works | Utility Services Co Inc       | rehab and maintenance of city water storage tanks   |                  | 07/19/2019                                | 07/23/2019 | 06/30/2029 |
| Public Works | Vermont Mechanical            |                                                     |                  | 07/07/2021                                | 08/12/2021 | 12/31/2024 |
| Public Works | Vermont Stone & Horticulture  | Planter landscaping services 2022                   | 18,775.00        | 02/05/2021                                | 05/04/2022 | 05/01/2023 |
| Public Works | Vermont Stone & Horticulture  | Planter landscaping services 2021 up to 2 years     | 18,775.00        | 02/05/2021                                | 03/24/2021 | 05/01/2022 |
| Public Works | VHB                           |                                                     |                  | 05/18/2020                                | 05/21/2020 | 06/30/2022 |
| Public Works | Courtland Construction        | Main Plant Pipe Repair - Work Assignment Agreement  | 25,000.00        | 12/21/2022                                | 01/04/2023 | 06/30/2023 |
| Public Works | Wind River Environmental, LLC | Increase to the Maximum Limiting Amount             | 132,674.85       | 05/15/2020                                | 03/25/2021 | 06/30/2022 |
| Public Works | Wright Pierce                 | Work assignment agreement 3 for bond planning       | 19,000.00        | 05/12/2022                                | 05/31/2022 | 12/31/2023 |
| Public Works | Parker Excavation             | work assignment agreement                           |                  | 10/05/2020                                | 10/22/2020 | 10/31/2023 |
| Public Works | VHB                           | Traffic Calming through On-Call Agreement           | 65,000.00        | 05/17/2021                                | 12/06/2021 | 06/30/2022 |
| Public Works | Wright Pierce                 | WWTF Engineering                                    | 100,000.00       | 06/15/2021                                | 06/22/2021 | 12/31/2023 |
| Public Works | WSP USA Inc                   | construction inspection services for Champlain Pkwy | 3,834,276.00     | 06/03/2020                                | 11/07/2019 | 06/30/2022 |
| Public Works | WSP USA Inc                   | construction inspection services for Champlain Pkwy | 3,834,276.00     | 05/11/2021                                | 11/07/2019 | 06/30/2022 |
|              | Burlington Communications     |                                                     |                  | 04/06/2021                                | 04/08/2021 | 04/08/2022 |
|              | Tech Group                    |                                                     |                  | 04/08/2021                                | 04/08/2021 | 04/08/2022 |





## Livable Wage by FY Summary for COB

(Items with Purchases >= \$15000 during FY 2023)

| #    | Vendor Name                     | Vendor Contact Name       | Vendor City   | Vendor Address 1          | Vendor Address 2     | State | Zip       | Area Code | Phone # | Fax #      |
|------|---------------------------------|---------------------------|---------------|---------------------------|----------------------|-------|-----------|-----------|---------|------------|
| 2    | GE STEAM POWER INC              | JEFFREY.PAINTER@GE.C      | WINDSOR       | 175 ADDISON RD            |                      | CT    | 5754208   | 804       | 7632025 | 8047632038 |
| 34   | CASELLA                         | COMMERICAL.SERVICES.B     | WILLISTON     | PO BOX 1372               |                      | VT    | 05495     | 802       | 7790700 | 8028646975 |
| 52   | APCO BUILDING MAINTAINANCE INC  | APCOBLDG@HOTMAIL.COM      | BURLINGTON    | 74 CRESCENT BEACH DR      |                      | VT    | 05408     | 802       | 8636484 | 8028653848 |
| 182  | D&M FIRE AND SAFETY             | SALES@DMFIRESAFETY.C      | RICHMOND      | 256 COLLINS MTN RD        |                      | VT    | 05477     | 802       | 4345005 | 8024342008 |
| 294  | HALLAM ASSOCIATES               | PROJECTS@HALLAM-          | S             | 38 EASTWOOD DRIVE         | SUITE 200            | VT    | 05403     | 802       | 6584891 | 8026581457 |
| 328  | INTERNAT'L VALVE & INSTRUMENT   | JMILLER@COLLINSPIPE.COM   | SPRINGFIELD   | DIVISION OF COLLINS PIPE  | P.O. BOX 2649        | MA    | 01101     | 413       | 7363682 | 4137365972 |
| 378  | MARSHALL TIRE GROUP INC         | PAULS@MTGVT.COM           | S BURLINGTON  | MUDDY BROOK IND. PARK     | 4050 WILLISTON RD    | VT    | 05403     | 802       | 8659855 | 8028645977 |
| 418  | NEW ENGLAND CENTRAL RAILROAD I  | NECR-CS@GWRR.COM          | ATLANTA       | C/O GENESEE & WYOMING RR  | PO BOX 409590        | GA    | 303849590 | 802       | 5273406 | 2108418207 |
| 453  | P&P SEPTIC SERVICE INC          | DISPATCH@PANDPSEPTIC      | WILLISTON     | PO BOX 639                | 100 SHUNPIKE RD      | VT    | 05495     | 802       | 6586243 | 8028653873 |
| 462  | KPMG LLP                        | KNEWTON@KPMG.COM          | COLCHESTER    | 358 MOUNTAIN VIEW DR      | SUITE 400            | VT    | 05446     | 802       | 8647491 | 8024195307 |
| 474  | PC CONSTRUCTION                 | TTREMBLAY@PCCONSTR        | S             | 193 TILLEY DR             |                      | VT    | 05403     | 802       | 6584100 | 8028606163 |
| 2534 | SD IRELAND CONCRETE             | TOM@SDIRELAND.COM         | BURLINGTON    | 100 GROVE ST              |                      | VT    | 05401     | 802       | 8636222 | 8028601528 |
| 2739 | RESOURCE                        | RMI@RMIRECYCLES.COM       | HOLDERNESSE   | 1171 NH RT 175            |                      | NH    | 03245     | 603       | 5368900 | 6035368998 |
| 2843 | EFFICIENCY VERMONT              | PICS@VEIC.ORG             | BURLINGTON    | 255 S CHAMPLAIN ST        | SUITE 7              | VT    | 05401     | 888       | 9215990 | 8026581643 |
| 3144 | MUNSON EARTH MOVING             | JBENOIT@MUNSONEARTH       | WILLISTON     | 85 SHUNPIKE RD            |                      | VT    | 05495     | 802       | 8636391 | 8028636395 |
| 3168 | DILLON BOILER SERVICES CO INC   | KATHYC@DILLONBLR.COM      | FITCHBURG     | 380 CRAWFORD STREET       |                      | MA    | 01420     | 978       | 3454351 | 9783451646 |
| 3539 | ZAMPELL REFRACTORIES INC        |                           | NEWBURYPORT   | 3 STANLEY TUCKER DRIVE    |                      | MA    | 019504017 | 978       | 4650055 | 9784650125 |
| 3553 | TRC COMPANIES INC               | MMARTIN@TRCSOLUTION       | LOWELL        | 650 SUFFOLK STREET        |                      | MA    | 01854     | 978       | 6563550 | 9784534215 |
| 3600 | VERMONT GREEN BUILD             |                           | BURLINGTON    | PO BOX 5384               |                      | VT    | 05401     | 802       | 7352192 | 0          |
| 3657 | DMS MACHINING AND               | JCHAPMAN@DMSMACHIN        | BARRE         | 10 TRANSPORT DRIVE        | PO BOX 477           | VT    | 05641     | 800       | 6491088 | 8024767195 |
| 3729 | WHITEHEAD                       | DANIELN@PRECIP.COM        | ELIZABETH     | PO BOX 92                 |                      | TN    | 37644     | 800       | 3371401 | 4235435929 |
| 5006 | STUART C. IRBY CO               | PCIRLA@IRBY.COM           | LIVERPOOL     | 4688 BUCKLEY RD           |                      | NY    | 13088     | 315       | 6521255 | 3156220025 |
| 5055 | ALBA POWER                      | CAMPBELL.ARCHIBALD@ALBAPO | ABERDEENSHIRE | MILL OF MONQUICH          | NETHERLEY ABERDEEN   | ..    | AB393QR   | 156       | 9730088 | 1569730099 |
| 5120 | WUNDERLICH - MALEC              | BERNARD.RACINE@WMEN G.COM | GOLDEN        | 600 CORPORATE CIRCLE      | SUITE L              | CO    | 80401     | 720       | 2626725 | 3039798140 |
| 5337 | PRIMMER PIPER                   | JFEEHAN@PPECLAW.COM       | BURLINGTON    | 150 S CHAMPLAIN ST        | PO BOX 1489          | VT    | 05401     | 802       | 8640880 | 8028640328 |
| 5379 | TODD CHAGNON CONSTRUCTION, INC  | TCCONSTRUCTION.TODD@GMAIL | SOUTH HERO    | 29 DEBUQUE LANE           |                      | VT    | 054864916 | 802       | 3162549 | 0          |
| 5445 | EVAPTECH                        | KBELZ@EVAPTECH.COM        | LENEXA        | 8331NIEMAN ROAD           |                      | KS    | 66214     | 913       | 3225165 | 9133225166 |
| 5714 | ANDRITZ HYDRO CORP              | MATT.HARTLEY@ANDRITZ.COM  | CHARLOTTE     | 10735 DAVID TAYLOR DR     | SUITE 500            | NC    | 28262     | 0         | 0       | 0          |
| 5783 | OTIS ELEVATOR                   | ERIN.MONGELUZI@OTIS.C     | AUBURN        | 34 SWORD STREET           |                      | MA    | 01501     | 508       | 7574597 | 8606603772 |
| 5795 | ALLIANCE MECHANICAL             | JIMM@AMIVT.COM            | ESSEX         | 6 DAVID DRIVE             |                      | VT    | 05453     | 802       | 8644000 | 0          |
| 5872 | DOXIM                           | SUPPORT@DOXIM.COM         | TROY          | 1911 WOODSLEE DRIVE       |                      | MI    | 48083     | 248       | 5264813 | 0          |
| 5961 | VERTEK CORPORATION              |                           | COLCHESTER    | MANAGED THREAT INTELLIGEN | 463 MOUNTAIN VIEW DR | VT    | 05446     | 0         | 0       | 0          |
| 5971 | UNITED CONSTRUCTION & FORESTRY  | WILLISTONPARTS@UCFN E.COM | WILLISTON     | 375 ENGINEERING DRIVE     |                      | VT    | 05495     | 802       | 6582121 | 0          |
| 5973 | US ECOLOGY                      | JOHN.WELCH@USECOLO        | WILLISTON     | 280 COMMERCE ST           |                      | VT    | 05495     | 802       | 4883901 | 8024883950 |
| 6103 | RUSSOM CONSULTING               | MRUSSOM@BURLINGTON        | HUNTINGTON    | 87 CARSE RD               |                      | VT    | 05462     | 0         | 0       | 0          |
| 6185 | EG SERVICES, LLC                |                           | SAINT PAUL    | 305 ST. PETER STREET      |                      | MN    | 55102     | 0         | 0       | 0          |
| 6205 | AFFIRMA                         | BIZDEV@AFFIRMACONSUL      | BELLEVUE      | 3380 146TH PL SE          | STE 200              | WA    | 98007     | 0         | 0       | 0          |
| 6218 | WHITLOCK CONSULTING             | MWHITLOCK@WCG-            | BEAUFORT      | 32 RIVERVIEW DRIVE        |                      | SC    | 29907     | 0         | 0       | 0          |
| 6250 | NEMO INC                        | BFOULDS@NEMOINC.NET       | PITTSFIELD    | 100 BARNSTEAD RD          |                      | NH    | 03263     | 0         | 0       | 0          |
| 6307 | NECI                            | RELIABILITY@NECI.COM      | MANSFIELD     | 260 FORBES BOULEVARD      |                      | MA    | 02048     | 0         | 0       | 0          |
| 6462 | ECHOSTOR                        | CALEB.MORGAN@ECHOS        | BURLINGTON    | 50 LAKESIDE               | BOX 107              | VT    | 05401     | 508       | 7379314 | 0          |
| 6548 | SULZER TURBO SERVICES HOUTON I  | KEVIN.GRANT@SULZER.COM    | LA PORTE      | 11518 OLD LA PORTE RD     |                      | TX    | 77571     | 713       | 5672700 | 0          |
| 6563 | ASCEND                          | ACCOUNTING@ASCENDVT       | BURLINGTON    | 47 MAPLE STREET           | SUITE 205            | VT    | 05401     | 0         | 0       | 0          |
| 6570 | RELADYNE RELIABILITY SERVICES I | DAVID.SULLIVAN@RELADYNE.C | CANTON        | 3713 PROGRESS STREET NE   |                      | OH    | 44705     | 330       | 4786996 | 0          |
| 6609 | MAINE FIRE PROTECTION           | JESSE@MEFIREPRO.COM       | BANGOR        | 6 DOWD RD                 | PO BOX 1050          | ME    | 04401     | 207       | 9428809 | 0          |

**2023-2024 Tobacco License Renewals**  
**Regular City Council Meeting, Monday, April 17, 2023**

**Tobacco:**

Henry Street Deli  
J & M Grocery  
Momo's Market  
Walgreen's #19449  
Walgreen's #19570

## Lori Olberg

---

**From:** City of Burlington Vermont  
**Sent:** Wednesday, April 5, 2023 5:32 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: Duncan Kanach

Reply to e-mail Address: duncankanach@gmail.com

Subject: More effective composting in Burlington

Message: Hello, I am an environmental studies student at the University of Vermont, and I recently visited the Green Mountain Compost Facility. At the facility, there was a huge pile of composted material that would have to be shipped to a landfill, due to the amount of non-compostable material in it (metal utensils, plastic, shoes, etc.) . I understand that composting is required in Vermont, but it could be helpful to have some sort of educational campaign that shows the harm in composing non-compostable material, and how much compost goes to waste due to these contaminants. It could also be helpful to further inform people on how composting works, and the benefits that it has.

Submitted on Wednesday, April 5, 2023 - 17:31 from IP address: 2620:104:e001:a021:a81e:cc8e:c9c7:7d21

Check IP address location: <https://viewdns.info/iplocation/?ip=2620:104:e001:a021:a81e:cc8e:c9c7:7d21>

Questions about this form? e-mail [webmaster@burlingtonvt.gov](mailto:webmaster@burlingtonvt.gov)

---

**Lori Olberg**

---

**From:** Melo Grant <melogrant@gmail.com>  
**Sent:** Wednesday, March 29, 2023 2:20 PM  
**To:** Lori Olberg  
**Subject:** Police Commission Resignation

---

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

---

Good Afternoon Lori,

Please accept this email as notice of my resignation from the Police Commission effective 04/02/2023 as I will be sworn in as a City Councilor on 04/03/2023. Thank you.

Sincerely,

Melo Grant  
802.310.0962