



BURLINGTON INTERNATIONAL AIRPORT

To: Burlington City Council
Burlington Board of Finance

From: Nicolas Longo C.M. Director of Aviation

Date: April 10, 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- Historic capital planning associated with additional square footage layout changes and renovations to an outdated terminal building necessary to accommodate increasingly larger and more efficient aircraft; our current 5-year capital program consists of over \$170 Million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

	Pre-Reorganization	Post-Reorganization	# Change
Support Staff/Managers	5	10	+5
Leadership	7	6	-1
Total	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

	Pre-Reorg Budget	Post-Reorg Budget	% Change
Union Staff	\$2,328,508	\$2,602,279	11%*
Non-Union Staff	\$302,285	\$437,606	45% **
Leadership	\$782,800	\$687,107	(-12%)
Total Salary Budget	\$3,413,593	\$3,726,992	9% or \$313,399 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 approve the reorganization plan for the Burlington International Airport and to authorize the Director of Human Resources and the Director of Aviation to reorganize and reclassify the affected positions as outlined in the organizational chart attached thereto, subject to final review and approval by the City Attorney's Office

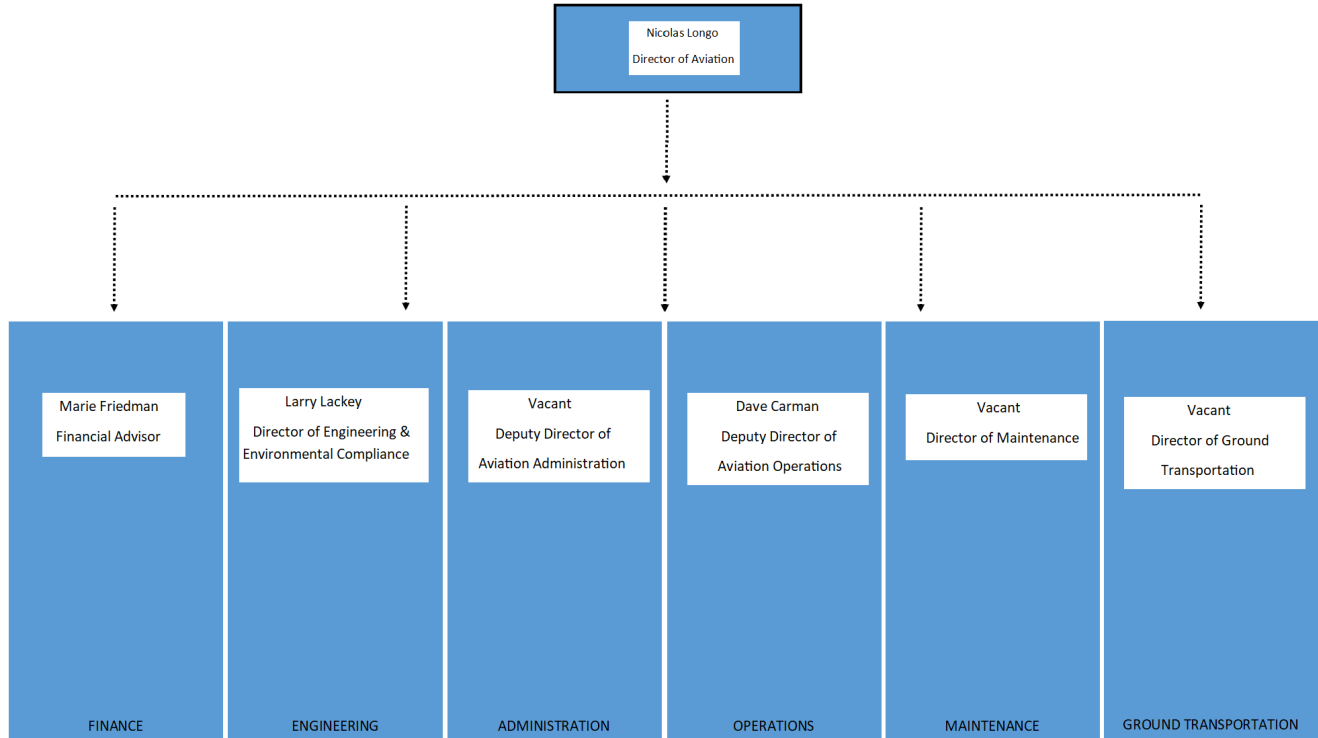
List of Appendices

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

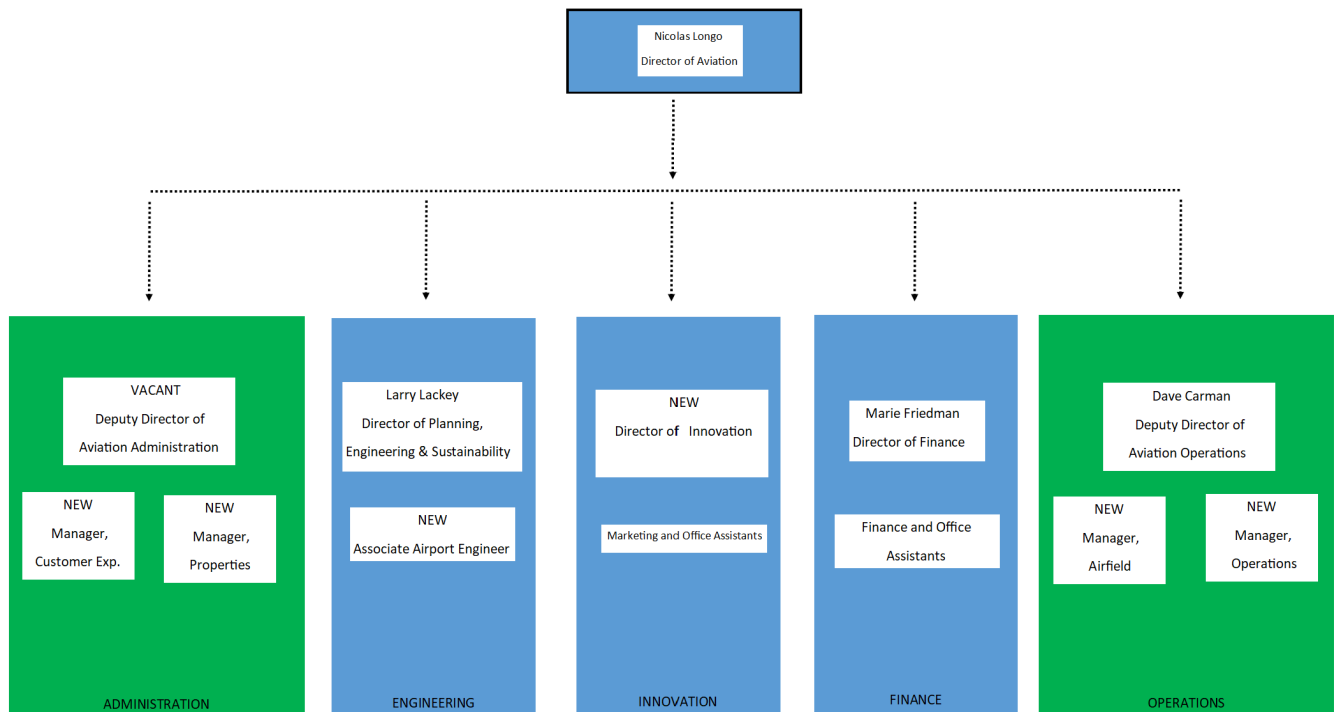
Appendix A

Pre- and Post-Reorganization Depiction of Leadership Departments

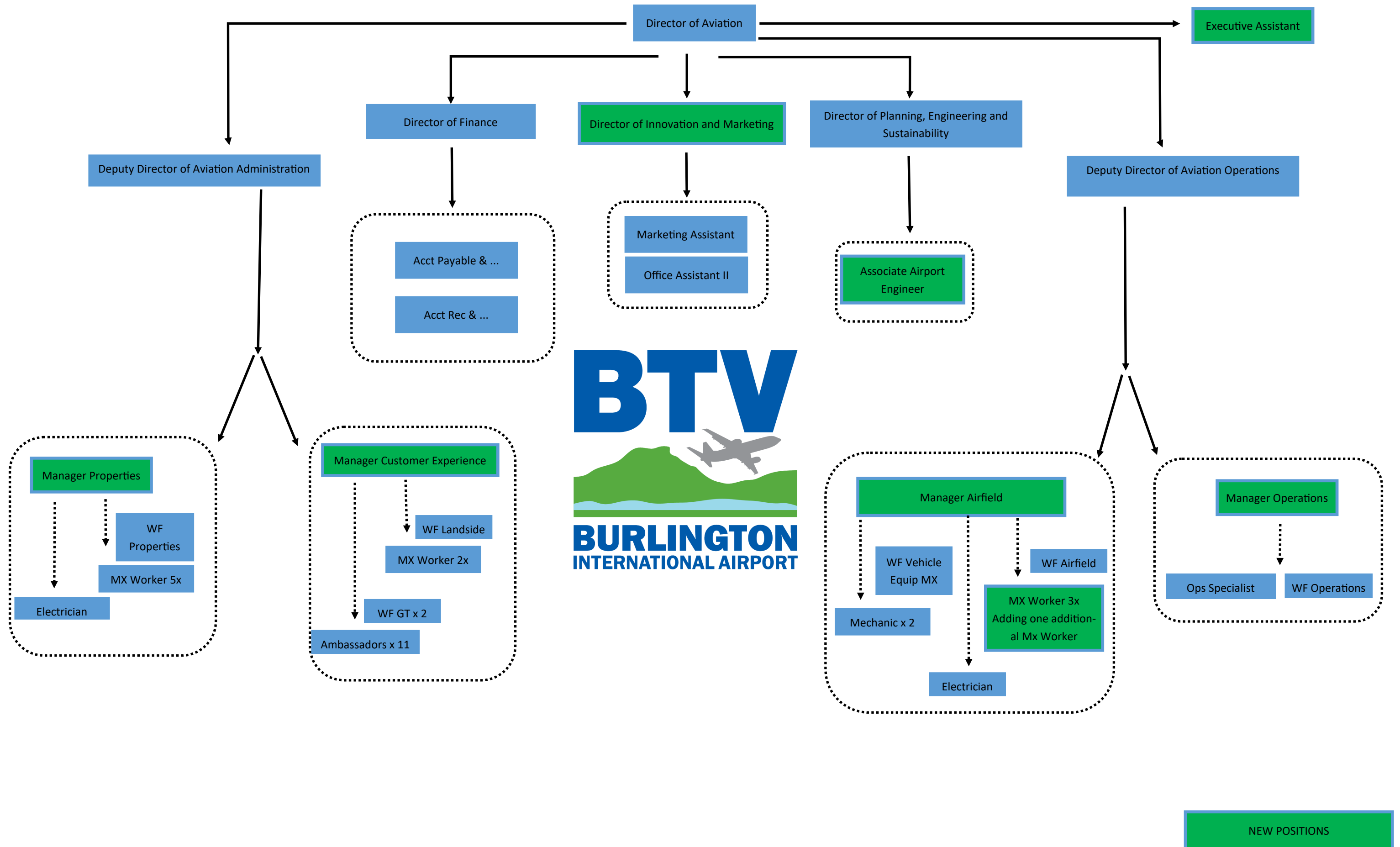
Pre-Reorganization



After Reorganization



Appendix B
Proposed Organization Chart



NEW POSITIONS

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.

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

☒ works with others

☒ verbal contact w/others

☒ face-to-face contact

☒ inside

objects

☒ extreme cold

☒ high

places

☒ noise

☒ fumes/odors

☒ mechanical equipment

☐ hazardous

materials

☐ electrical

equipment

☒

dirt/dust

Supervision:

Directly Supervises: 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.

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

Supervision:

Directly Supervises: 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.

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

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+

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

Supervision:

Directly Supervises: 2

Indirectly Supervises: 0

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: XX

Job Code: XXX

Exempt/Non-Exempt: XXX

Union: XXX

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: _____

February 6, 2023

City of Burlington Job Description

Position Title: Customer Experience Manager

Department: Airport

Reports to: Deputy Director of Aviation Administration

Pay Grade: XX

Job Code: XXX

Exempt/Non-Exempt: XXX

Union: XXX

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
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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	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: 13 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: Manager of Operations

Department: Airport

Reports to: Deputy Director of Aviation Operations

Pay Grade: XX

Job Code: XXX

Exempt/Non-Exempt: XXX

Union: XXX

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: XX

Job Code: XXX

Exempt/Non-Exempt: XXX

Union: XXX

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 stripers.
- 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.

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

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

Supervision:

Directly Supervises: 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: _____

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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.

☒ seeing	☒ ability to move distances	☒ lifting (specify)
☒ color perception	within and between	☐ 50 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
☐ reading – complex	☐ math skills - complex	☒ judgment/decision
☒ writing - basic	☐ clerical	making
☐ writing - complex		
☒ shift work	☒ outside	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside	☒ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 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: _____

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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.

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

Supervision:

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.

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

☒ _x_ finger		
☐ _ reading - basic	☐ _ math skills - basic	☒ _x_ analysis/comprehension
☒ _x_ reading – complex	☒ _x_ math skills - complex	☒ _x_ judgment/decision
☐ _ writing - basic	☒ _x_ clerical	making
☒ _x_ writing - complex		
☐ _ shift work	☒ _x_ outside	☐ _ pressurized equipment
☐ _ works alone	☒ _x_ extreme heat	☐ _ moving objects
☒ _x_ works with others	☒ _x_ extreme cold	☐ _ high places
☒ _x_ verbal contact w/others	☒ _x_ noise	☐ _ fumes/odors
☒ _x_ face-to-face contact	☒ _x_ mechanical equipment	☐ _ hazardous materials
☒ _x_ inside	☒ _x_ electrical equipment	☐ _ dirt/dust

Supervision:

Directly Supervises: 5+ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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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.

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

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

Supervision:

Directly Supervises: 2-6 Indirectly Supervises: _____

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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(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.

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

Supervision:

Directly Supervises: _____ Indirectly Supervises: 2-6+ _____

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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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.

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

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Effective 12/3/04

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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.

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

☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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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.

☒ seeing	☐ ability to move distances	☐ lifting (specify)
☒ color perception	☐ within and between	☐ 75_ pounds
☐ (red, green, amber)	☐ warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ 75_ 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	
☐ reading - complex	☐ math skills - complex	☐ analysis/comprehension
☒ writing - basic	☒ clerical	☒ judgment/decision
☐ writing - complex		☐ making
☒ shift work	☒ outside	☐ pressurized

☒ works alone	☒ extreme heat	equipment
☒ works with others	☒ extreme cold	☐ moving objects
☒ verbal contact w/others	☒ noise	☐ high places
☒ face-to-face contact	☒ mechanical equipment	☒ fumes/odors
☐ inside	☐ electrical equipment	☐ hazardous materials
		☒ dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

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

	Approval:	Meeting Date:
☒	Board of Finance	4/10/2023
☒	City Council	4/17/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	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, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	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 -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
From: Sophie Sauvé, Parks Comprehensive Planner;
Cindi Wight, Director, Department of Parks, Recreation & Waterfront
CC: Megan Moir, Assistant DPW Director – Water Resources;
James Sherrard, Stormwater Program Coordinator
Re: Authorization to Accept Grant Funds for the Leddy Gully Stormwater Evaluation

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to accept Addison County Regional Planning Commission (ACRPC) 2022 Project Development Block Grant – Subgrant #06140-2021-CWF-PAR-PD-01 for the Leddy Park North Outfall Water Quality Improvement Plan. The grant amount is \$26,500 to be paid upfront by the City of Burlington and then reimbursed by ACRPC. The grant is to review existing conditions, perform a stormwater treatment assessment and summarize findings into a report about the Leddy Park north gully.

II. Background

As part of the Leddy Park Comprehensive Plan project, subconsultants Watershed Consulting evaluated the existing gully on the north side of the Paquette Arena at Leddy Park. The gully is a visible source of sediment discharging into Lake Champlain by the Park and private properties that abut the gully. As the beach has closed in the past due to algae blooms and elevated levels of E. coli, it is important to evaluate the conditions of the gully, the contributing stormwater in its subwatershed and identify any treatment options available.

Watershed Consulting's report recommended approaching finding solutions for the gully via a stormwater comprehensive planning approach and this grant will take first steps in this direction. Once the report is finalized, BPRW and the Department of Public Works (DPW) will have the information needed to pursue other funding that could lead to the implementation of projects directly affecting the gully.

PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

As part of the State of Vermont's Clean Water Fund, this grant will cover the full project scope as a step towards the improvement of water quality. Below is the project breakdown and associated costs.

Leddy Park North Outfall Water Quality Improvement Plan	
Existing Conditions Assessment	\$6,500
Stormwater Treatment Practices Assessment	\$16,500
Summary Report	\$3,500
Total Project Budget	\$26,500



DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and authorize the acceptance of grant funds in the amount of \$26,500 from the Addison County Regional Planning Commission for the Leddy Park North Outfall Water Quality Improvement Plan and authorize the Director of Parks, Recreation and Waterfront to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Parks, Recreation and Waterfront Submitter: Sophie Sauvé

Title/Subject: Leddy Park Gully Stormwater Evaluation

	Approval:	Meeting Date:
☒	Board of Finance	4/10/2023
☐	City Council	Click or tap to enter a date.
☐	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, -Identify attorney in note	Yes	4/3/2023	Kyle Clauss
City Attorney's Office has approved memo and motion(s) or resolution(s) -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	3/31/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



City of Burlington
Department of Public Works
Water Resources Division
234 Penny Lane
Burlington, VT 05401
802.863.4501 P
www.burlingtonvt.gov/DPW

Chapin Spencer
PUBLIC WORKS DEPARTMENT DIRECTOR

Megan Moir
WATER RESOURCES DIVISION DIRECTOR

MEMORANDUM

TO: Board of Finance

FROM: Matthew Dow, Wastewater Facilities Manager
Nathan Lavallee, Chief Operator

DATE: April 10, 2023

CC: Megan Moir, DPW Division Director – Water Resources
Chapin Spencer, Director of Public Works

RE: Request for Approval to Execute Contract for Seasonal Lawn Maintenance Services at Water Resource Facilities

REQUEST

The Department of Public Works (DPW) seeks approval and authorization to execute a contract with Paragon for Seasonal Lawn Maintenance Services for Water Resource Division (WRD) facilities for \$55,302, with \$8,298 in contingency, resulting in a maximum limiting amount of \$63,600. This is to include but not limited to mowing, trimming, and blowing services from 5/1/2023 through 12/31/2025.

This contract will include an option to extend the contract for an additional 2 years.

EXECUTIVE SUMMARY

Background

Seasonal Lawn Maintenance Services including mowing and general grounds maintenance at the Main Wastewater Treatment Plant (WWTP), the East WWTP, the North WWTP, the reservoir, the Redstone water tank and the UVM water tank locations have been contracted out for at least the last 20 years. Most of these locations are not immediately adjacent to areas managed by the Burlington Parks, Recreation and Waterfront (BPRW) Department. To date BPRW has not had the capacity to provide these services in-house. Over the 20+ years, four (4) different entities have provided these services. The latest contract Agreement was executed between the City and Paragon on May 5, 2020 and expired on November 20, 2022.

Request for Proposals & Selection

WRD staff released a Request for Proposals (RFP) for Seasonal Lawn Maintenance Services at the identified WRD facilities on February 16, 2023. The RFP sought proposals from qualified firms to provide regularly scheduled lawn maintenance services and an hourly rate for work requested outside of contracted services which could include pruning, clearing, planting or other specialty maintenance, as needed, starting in calendar year 2023 and extending through calendar year 2027.

The following firm submitted a valid proposal in response to the Seasonal Lawn Maintenance Services RFP prior to the March 15, 2023 deadline:

1. Paragon, Colchester, VT

In addition, WRD received one (1) invalid proposal that did not comply with the requirements identified within the Seasonal Lawn Maintenance Services RFP and therefore was excluded from consideration.

The RFP required the submittal of separate lump sum fees for providing regular lawn maintenance services and an hourly rate for work requested outside of contracted services for each calendar year (2023, 2024, 2025, 2026 and 2027). A tabulation of the lump sum fees and hourly rates received from the valid Seasonal Lawn Maintenance Services RFP respondent is provided in Attachment A.

Paragon's submittal was responsive to the proposal components required by the RFP. Paragon's identified lump sum cost for 2023 services is approximately 20% higher than the lump sum fee previously identified by Paragon for seasonal lawn maintenance services in 2022. Identified lump sum fees for subsequent years (2024, 2025, 2026 and 2027) increase at an approximate 3% annual rate. Paragon did not increase lump sum rates for previous service years 2020, 2021 and 2022. It is WRD's opinion that Paragon's currently identified lump sum fees for identified lawn maintenance services are reasonable, recognizing the current bidding climate and recent inflationary pressures. WRD's previous working experience with Paragon has been overall positive and no substantive concerns with the firm have been identified.

In order to allow room for BPRW to re-assess their ability to provide these services in-house, WRD proposes to execute a initial contract for 3 years (May 2023-December 2025), with the option to extend the contract for another 2 year period (through December 2027). WRD would return to the Board of Finance and City Council to pursue the increase in contract amount and term if it is warranted.

Proposed Agreements

We propose to execute a Seasonal Lawn Maintenance Services Agreement for with an initial maximum limiting amount of \$63,600, which includes an approximate 15% contingency, with Paragon. The Agreement shall expire on December 31, 2025. The Agreement will include the proposed pricing for 2026 and 2027 and will have an option to extend the contract for up to 2 years using the proposed pricing for 2026-2027.

Funding

The Seasonal Lawn Maintenance is funded out of two accounts: Wastewater – 480-19-425-000.6300_175, and Water – 460-19-400-0000.6500_118. There are sufficient funds budgeted for this activity in FY'23.

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).

MOTIONS

Board of Finance:

1. "To approve and authorize the Director of Public Works to execute a contract with Paragon for Seasonal Lawn Maintenance Services for \$55,302, with \$8,298 in contingency, resulting in a maximum limiting amount of \$63,600, subject to final review and approval by the City Attorney's Office."

Thank you for your consideration of this request.

Attachment A
Seasonal Lawn Maintenance Services
Lump Sum & Labor Rate Tabulation

Year	Seasonal Lawn Maintenance Services	Paragon Cost
2023	Main WWTP	\$ 3,840
2023	East WWTP	\$ 4,320
2023	North WWTP	\$ 3,590
2023	Reservoir	\$ 3,620
2023	UVM Water Tank	\$ 1,260
2023	Redstone Water Tank	\$ 1,260
	Total (2023)	\$ 17,890
2024	Main WWTP	\$ 3,956
2024	East WWTP	\$ 4,450
2024	North WWTP	\$ 3,698
2024	Reservoir	\$ 3,729
2024	UVM Water Tank	\$ 1,298
2024	Redstone Water Tank	\$ 1,298
	Total (2024)	\$ 18,429
2025	Main WWTP	\$ 4,075
2025	East WWTP	\$ 4,584
2025	North WWTP	\$ 3,809
2025	Reservoir	\$ 3,841
2025	UVM Water Tank	\$ 1,337
2025	Redstone Water Tank	\$ 1,337
	Total (2025)	\$ 18,983
	Total (of three years of services)	\$ 55,302

Lump Sum costs if contract is to be extended for an additional 2 years.

Year	Seasonal Lawn Maintenance Services	Paragon Cost
2026	Main WWTP	\$ 4,198
2026	East WWTP	\$ 4,722
2026	North WWTP	\$ 3,924
2026	Reservoir	\$ 3,957
2026	UVM Water Tank	\$ 1,378
2026	Redstone Water Tank	\$ 1,378
	Total (2026)	\$ 19,557
2027	Main WWTP	\$ 4,324
2027	East WWTP	\$ 4,864
2027	North WWTP	\$ 4,042
2027	Reservoir	\$ 4,076
2027	UVM Water Tank	\$ 1,420
2027	Redstone Water Tank	\$ 1,420
	Total (2027)	\$ 20,146

Year	On-Call Labor Rates	Paragon Rate (\$/hr)
2023	For work requested outside of contracted services	\$ 55.00
2024	For work requested outside of contracted services	\$ 55.00
2025	For work requested outside of contracted services	\$ 55.00

Labor rates if contract is to be extended for an additional 2 years.

Year	On-Call Labor Rates	Paragon Rate (\$/hr)
2026	For work requested outside of contracted services	\$ 55.00
2027	For work requested outside of contracted services	\$ 55.00

Board of Finance and City Council Submission ChecklistDepartment: DPW – Water Resources Submitter: Matt Dow / Mike SchrammTitle/Subject: Seasonal Lawn Maintenance Services

	Approval:	Meeting Date:
☒	Board of Finance	4/10/2023
☐	City Council	Click or tap to enter a date.
☐	Concurrent	

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Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/3/2023	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	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/4/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/5/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

TO: Board of Finance

FROM: Megan Moir, DPW Division Director – Water Resources
Steve Roy, Senior Water Resources Engineer

DATE: April 10, 2023

CC: Chapin Spencer, Director of Public Works

RE: Request for Approval to Execute Contract for Installation of Security Camera Node at the Reservoir

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks approval and authorization to proceed with contracting with various vendors to install an upgraded security camera node/location at the Drinking Water Reservoir, including awarding a standalone contract for up to \$80,400 with Royal Group, including \$10,500 of contingency.

Other services, including Burlington Telecom internet installation and miscellaneous site preparation, demolition, restoration, permitting and equipment will be procured separately and are estimated to cost \$9,500 and \$9,300 respectively with an additional \$2,800 in contingency, for a total estimated project cost of \$102,000.

EXECUTIVE SUMMARY

Background

In December of 2021, the Vermont Department of Environmental Conservation (VTDEC) Drinking Water and Groundwater Protection Division conducted a Sanitary Survey of the City's water system. During this survey, it was observed that there was graffiti on the sidewalls of the reservoir, and other indications of apparent acts of vandalism. WRD took prompt initial actions to improve site security at the reservoir including repairs to the perimeter fence and to an access door, but site security remains as a deficiency on the Sanitary Survey. Installation of the upgraded security camera node/location (replacement of 3 existing cameras, addition of 8 cameras) requested in this memo is the first phase of enhanced security measures that WRD has committed to implementing in response to the security deficiency identified by VTDEC. In addition, improvements to the perimeter fencing at the reservoir site are part of the Reservoir Upgrade Improvement currently planned for calendar year 2024 or 2025. Preliminary engineering for that project was approved by the Board of Finance in June 2022. Unfortunately, trespassing remains a concern at the reservoir site with an increase in observed graffiti and indications of unauthorized access. This critical water system infrastructure facility

needs to be secured and protected from unauthorized access to ensure ongoing safe and reliable drinking water.

This upgraded and enhanced security system camera node was necessarily coordinated with the larger citywide security camera system upgrade that was approved by the Board of Finance and City Council in September, but was not included in the budget for that upgrade given that the needs served are very specific to the Water Utility (an enterprise fund, separate from the General Fund). Prior to the recent citywide camera system upgrade project, the City did not have options for setting up new cameras as there was no available capacity left on the system and no way to readily increase capacity. The citywide camera system upgrade included upgrades to the back-end system allowing for additional cameras such as the reservoir node project.

The upgraded camera node at the reservoir will require running Burlington Telecom fiber to the reservoir site for connectivity and transmission of security camera data. Individual cameras at the reservoir (eleven (11) cameras total), will communicate back to the existing pump station building through wireless transmission. The reservoir camera node will be capable of generating an automated alarm at the Water Treatment Plant if site intrusion is detected. In addition, the upgraded city camera feed will be available at police dispatch.

WRD is planning on pursuing similar camera installations at the City's two elevated drinking water storage tanks in FY24.

Vendor Selection

In September 2022, the City's Chief Innovation Officer (CIO) received authorization to execute a contract with Royal Group to purchase the Teledyne FLIR security camera system and all necessary server equipment, subject to approval by the City Attorney's Office. As was noted by the CIO, Royal Group (itself a third generation family-owned Vermont company) has been a vendor and trusted partner with the City on the current security camera systems, and has been actively involved with every camera, location, and support service currently in use. Using Royal Group, rather than a different vendor unfamiliar with the current system and the City's needs for the new system, allows for a smooth transition from the current system to the new system. With this in mind, the CAO previously approved a sole source contract. Based on this previous authorization, WRD plans to utilize Royal Group for security camera node procurement and installation at the reservoir site.

Burlington Telecom is the City's current internet provider and will install fiber to allow for internet service at the reservoir.

PROJECT COST ESTIMATE

WRD has prepared the following project cost estimate which includes project components from both Royal Group and Burlington Telecom. Royal Group's scope includes electrical support services.

Royal Group - Project Items	Estimated Cost
Reservoir Camera System Equipment & Install (Royal Group)	\$ 69,900
Contingency (@15%)	\$ 10,500
Subtotal (Royal Group)	\$ 80,400
Other Project Items	Estimated Cost
Internet Service to Reservoir (Burlington Telecom)	\$ 9,500
Miscellaneous Site Prep, Demo, Restoration, Permitting & Equipment	\$ 9,300
Contingency (@15%)	\$ 2,800
Subtotal (Other Items)	\$ 21,600
Total Estimated Project Costs	\$ 102,000

WRD anticipates a new ongoing monthly charge, currently \$55/month, to provide Burlington Telecom 25Mb/25Mb small business internet service to the reservoir. It is WRD's opinion that the security benefits offered by the new camera node is worth the ongoing operational cost which is covered in the FY'23 budget.

Proposed Agreements

WRD proposes to execute an agreement with a maximum limiting amount of \$80,400, which includes a 15% contingency, with Royal Group for installation of security camera node at the reservoir site.

Funding

This project will be funded out of FY23 Water capital outlay (460-19-400-410.9500) which has sufficient funds to support this project.

MOTION

Board of Finance:

1. "To approve and authorize the Director of Public Works to execute a contract in a total amount not to exceed \$80,400 with Royal Group in furtherance of the Reservoir Camera project, subject to the prior review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir / Steve Roy

Title/Subject: Reservoir Security Camera Node

	Approval:	Meeting Date:
☒	Board of Finance	4/10/2023
☐	City Council	
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/3/2023	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, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/4/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/4/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	No	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.

FY24 General Fund Budget Update

Board of Finance
April 10, 2023

Context for FY24 Budget

- Changes to public safety resources
- All employee costs increased more than usual per negotiated contracts, which occurred in the aftermath of the pandemic and in the midst of record high inflation
- Some but not all City revenues have recovered from COVID
- Department operating budgets level-funded despite inflation
- Only new positions added are in public safety - 3 firefighters per new contract, 7 police officers per rebuilding plan, possibly 2 additional dispatchers

FY23 Budget Update

FY23 Projections - Major Sources of Revenue (in millions)

Department	FY23 Budgeted Revenues	% of Total GF Revenues	FY23 Currently Projected Revenues	Difference
Non-dept	\$65.9	70%	\$65.9	\$0.0
DPW	\$5.9	6%	\$4.8	(\$1.1)
BPRW	\$3.9	4%	\$3.8	(\$0.1)
CT	\$4.0	4%	\$3.6	(\$0.4)
P&I	\$3.8	4%	\$3.1	(\$0.7)
Fire	\$2.5	3%	\$2.5	\$0.0
BCA	\$2.1	2%	\$2.1	\$0.0
Other	\$5.9	6%	\$5.9	\$0.0
Subtotal	\$94.0	100%	\$91.7	(\$2.3)

FY23 Budget Strategies

- Preliminary review by CT office suggests there could be up to \$1.9M in savings across all departments by end of fiscal year
- \$2M revenue replacement fund set aside in FY23 budget using ARPA money

FY24 Budget Highlights

GF Expenses - first look

Category	Salary & Benefit Amount	Operating Expenses	Total GF Budget
FY22 Actual	\$67.5M	\$13.6M	\$81.1M
FY23 Budget	\$78.5M	\$16.4M	\$94.9M
FY23 Projected Actual	\$76.5M	\$16.4M	
FY24 Budget Projected	\$80.0M	\$16.4M	\$96.4M

GF Revenues - first look

FY23 Projections - Major Sources of Revenue (in millions)

Department	FY23 Budgeted Revenues	FY23 Currently Projected Revenues	Difference	FY24 Budgeted Revenues	Difference between FY23 and FY24 Budget
Non-dept	\$65.9	\$65.9	\$0.0	\$66.1	\$0.2
DPW	\$5.9	\$4.8	(\$1.1)	\$5.6	(\$0.3)
BPRW	\$3.9	\$3.8	(\$0.1)	\$4.1	\$0.2
CT	\$4.0	\$3.6	(\$0.4)	\$4.0	\$0.0
P&I	\$3.8	\$3.1	(\$0.7)	\$3.5	(\$0.3)
Fire	\$2.5	\$2.5	\$0.0	\$2.7	\$0.2
BCA	\$2.1	\$2.1	\$0.0	\$2.3	\$0.2
Other	\$5.9	\$5.9	\$0.0	\$6.2	\$0.3
Subtotal	\$94.0	\$91.7	(\$2.3)	\$94.5	\$0.5

Where We Stand

- Current gap between projected revenues and expenses is approximately \$1.9M (approximately 2% of budget)
- Pursuing three strategies to close the remaining gap:
 - Refinements of both revenue and expense projections
 - Strategic use of one-time funds (likely with a public safety focus)
 - Possible use of BPRW Charter revenue authority

FY24 Budget Next Steps

- The Many Marvelous Nights of May - departmental budget presentations to the BOF, schedule coming soon
- Early June - present draft budget to BOF
- By June 15 Mayor's Budget presented to City Council
- By June 30 City Council passes budget

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

Questions and Discussion

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

	Approval:	Meeting Date:
☒	Board of Finance	4/10/2023
☒	City Council	4/17/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	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, -Identify attorney in note	Yes	4/4/2023	K. Clauss
City Attorney's Office has approved memo and motion(s) or resolution(s) -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 -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



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 ChecklistDepartment: Airport Submitter: Nicolas LongoTitle/Subject: BTV Hotel, LLC Ground Lease Amended Authorization

	Approval:	Meeting Date:
☒	Board of Finance	4/10/2023
☒	City Council	4/17/2023
☐	Concurrent	Click or tap to enter a date.

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Signoffs Received

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City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/4/2023	K. Clauss
City Attorney's Office has approved memo and motion(s) or resolution(s) -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 -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 47th 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 N Staypark 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 [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 ~~during the first and second lease years after the Rent Commencement Date~~ to develop ~~and, promote long term "and refine the Park N Stay" packages at the Airport~~ 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. **Rent; 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, "~~Rent~~" as follows: Minimum Rent" as follows: during the first year after the Rent Commencement Date, annual rent in the amount of [\$61,545.00] payable in monthly increments of [\$5,128.75] each (calculated at the rate of \$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 2% and a maximum increase of 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.

- ~~• Years One and Two (inclusive): Rent equal to two percent (2%) of Gross Revenues (as defined below).~~
- ~~• Years Three through Ten (inclusive): Rent equal to three percent (3%) of Gross Revenues.~~
- ~~• Years Eleven through expiration of the Term (inclusive): Rent equal to three and one-quarter percent (3.25%) of Gross Revenues.~~

~~Notwithstanding the foregoing, beginning in the third lease year the Rent payable by Tenant to Landlord shall at a minimum be equal to seventy-five percent (75%) of the average Rent payable during the previous two (2) years. References to lease years refer to years subsequent to the Rent Commencement Date.~~

~~b. — Delayed Opening. Tenant shall fully and completely open the Hotel for business no later than the Rent Commencement Date in order serve the traveling public and support the business of the Airport. Because Rent payable from and after the Rent Commencement Date is calculated with reference to a percentage of Tenant's Gross Revenues, the parties agree that if the Hotel is not operating as of the Rent Commencement Date then Rent shall initially be payable at the rate of Five Hundred Dollars (\$500.00) per day until the Hotel shall have begun operating and Rent can be calculated with reference to a percentage of Tenant's Gross Revenues. For example, if the Hotel begins operating fifteen days after the Rent Commencement Date and then earns Gross Revenues of \$100,000 for the balance of its first month of operation, then Rent for such first month shall equal $[15 \times \$500] + [\$100,000 \times 2\%] = \$9,500$. Because damages arising from Tenant's failure to operate the Hotel as of the Rent Commencement Date may be difficult to calculate with precision, and the amount of per day Rent specified herein reflects, in part, a reasonable estimate of Landlord's damages from Tenant's default and it is intended solely to compensate Landlord for Tenant's default and is not intended to be a penalty for Tenant's breach of its obligation to open the Hotel by the Rent Commencement Date nor is it an incentive for Tenant to perform its obligations under this Lease.~~

~~c. — Minimum Rent. Throughout the term, the amount of Rent shall at a minimum include a sum to compensate Landlord for the Hotel Guest Parking Rights provided to Tenant's Hotel guests ("Minimum Rent"), which amount shall be no less than Four Dollars (\$4.00) per Garage parking space per day, subject to annual adjustment by the Landlord consistent with adjustments to the long term daily parking rate implemented at the Garage from time to time. The Minimum Rent payable under this paragraph shall be payable at the same time and in the same manner as the balance of the Rent due and payable under this Lease, and shall be credited towards the total amount of Rent due under this Lease (for example, if in January of Year One Tenant earns Gross Revenues of \$100,000 and provides its hotel guests with 125 parking space days, then Rent will equal \$2,000 (Gross Revenues at the rate of \$100,000 $\times$ 2%) of which \$500 will be generated by the 125 parking space days at the rate of \$4/space/day (the Minimum Rent)).~~

~~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 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 ~~and with respect to the value of the Hotel Guest Parking Rights monthly,~~ 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 ~~and with respect to the value of the Hotel Guest Parking Rights~~ 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 ~~Gross Revenues or value of the Hotel Guest Parking Rights~~ 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 ~~Gross Revenues or the value of the Hotel Guest Parking Rights~~ 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 (15th) 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 ~~Adam Dubroff~~ Colwen Management, Inc., a New Hampshire corporation, have agreed to unconditionally ~~personally~~ 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-as

~~additional rent~~, 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 ACDBE 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 1st 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 Mortgagee"), 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. Murphy Sullivan Kronk <u>MSK Attorneys</u> 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.

~~On this ____ day of~~ This record was acknowledged before me on _____, 20____, personally appeared _____, by _____ as _____ and Authorized Agent of the City of Burlington, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument by him signed and sealed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 2/10/19 1.31.25

TENANT

BTV Hotel, LLC

By: _____
Name: Donald E. Wells
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

~~On this ____ day of~~ This record was acknowledged before me on _____, 20____, personally appeared _____ by Donald E. Wells, as Authorized Agent of BTV Hotel, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument by him signed and sealed, to be his free act and deed and the free act and deed of BTV Hotel, LLC.

Before me, _____
Notary Public State of Vermont
My commission expires: 2/10/19 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 **Adam Dubroff 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 ~~forover~~ a period of twenty seven (27) consecutive months (a) Tenant shall have achieved a Debt Service Coverage ratio of at least 1.2010 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.
~~Murphy Sullivan Kronk~~
~~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

~~Adam Dubroff~~Colwen Management, Inc.
~~558 Pine Shore Drive~~230 Commerce Way, Suite 200
~~Hinesburg, VT 05461~~
~~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

~~Adam Dubroff~~
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 non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 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.*).

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 47th 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 (15th) 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 1st 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.*).

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 (Donations) -\$54,825.36 (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 -\$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.
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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:
☒	Board of Finance	4/10/2023
☒	City Council	4/17/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/31/2023	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, -Identify attorney in note	Yes	3/31/2023	Kyle Clauss
City Attorney's Office has approved memo and motion(s) or resolution(s) -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 -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.



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.

This cost increase in construction inspection services is driven by three major conditions:

1. Additional scope beyond the base contract
2. Increased hourly rate for all 2023 work due to inflationary impacts
3. Extended construction timeline

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

Description	Cost	Notes
Initial Contract	\$141,678.00	Approved in March 2020
2022 Contract Amendment for Construction Oversight	\$137,061.00	Approved in August 2022
2023 Contract Amendment for Construction Oversight	\$267,552.00	Approval being requested in this memo
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/ Contract Manager	Construction Manager	Resident Engineer	Ass't Resident Engineer	Admin. Support	Total 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
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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