



645 Pine Street, Suite A
Burlington, VT 05402
802.863.9094 P / 802.863.0466 F
www.burlingtonvt.gov/DPW

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Memo

Date: September 30, 2014

To: Transportation, Energy and Utilities Committee

From: Nicole Losch, Transportation Planner

Subject: Project Selection for the 2014 VTrans Transportation Alternatives Program

The Vermont Agency of Transportation's 2014 Transportation Alternatives (TA) Program grant is now open, with applications due on October 10, 2014. The application process requires a public meeting to solicit comments on the project candidates and the application. At the TEUC meeting, staff will present the project candidates identified by city staff and the evaluation criteria used by the Agency of Transportation to rank each project. This will be an opportunity for the community to comment on the process and the projects for the upcoming grant opportunity.

The TA program allows the city to pursue reimbursable grant funding for either scoping or design/construction for projects with a strong transportation link. A 20% match is required for design/construction and 50% match for scoping. This program utilizes federal funding and federal process, so construction may not occur until 2018. Projects seeking construction funds must have already been through a scoping study or an equivalent process.

Detailed information on the Transportation Alternatives program can be found here:
<http://vtransengineering.vermont.gov/sections/ltf/transportationalternatives>



CITY OF BURLINGTON, VERMONT
CITY COUNCIL TRANSPORTATION, ENERGY & UTILITIES COMMITTEE

c/o Department of Public Works
645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849

802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Councilor Maxwell Tracy, Chair *WARD 2*
Councilor Tom Ayres, *WARD 7*
Councilor William “Chip” Mason, *WARD 5*

Inquiries:
Guillermo Gomez
802.540.0557 DIRECT
ggomez@burlingtonvt.gov

Transportation, Energy and Utilities Committee of the City Council

Wednesday, October 8th, 2014 at 4:45 PM

Burlington Department of Public Works – Front Conference Room

645 Pine Street – Burlington, VT

–AGENDA–

1. Agenda
 - a. DISCUSSION
 - b. ACTION
2. Public Forum
3. Minutes of 9/10/2014
 - a. DISCUSSION
 - b. ACTION
4. Adoption of the NACTO Urban Streets Design Guide – Nicole Losch, DPW
5. Bicycle Master Plan Process
6. Project Selection for the 2014 Transportation Alternatives Program – Nicole Losch,
7. Construction Recycling Material
8. Update on Street Paving and Sidewalk Repairs – Laura Wheelock, DPW.
9. Authorization to Grant Easement to CCTA for the New Transit Center - CCTA
10. Councilors' Updates
11. Adjourn

Lori Olberg

From: Kelly Devine <director@bbavt.org>
Sent: Monday, October 06, 2014 3:54 PM
To: Kelly Devine
Cc: Bianka Legrand; David Hartnett; Jane Knodell; Joan Shannon; Karen Paul; Kelly Devine; Kurt Wright; Max Tracy; Norman Blais; Rachel Siegel; Selene Colburn; Bushor, Sharon; Tom Ayres; Vince Brennan; William 'Chip' Mason; Mayor's Office; Stephen L. Carlson; Lori Olberg; Miro Weinberger
Subject: BBA Supportive of Transit Center Easement Resolution
Attachments: CCTA Tranist Center Support Letter.pdf

Dear Mayor Weinberger and Members of the Burlington City Council. I am sorry that I could not appear this evening to speak in person in support of the Resolution Granting Easement to CCTA for the St. Paul St. Transit Center. Please accept this written letter of support in lieu. The proposed transit center is an important part of Burlington's transportation plan and goals.

If you have questions, please feel free to contact me at this email or 802-863-1175

October 6, 2014

Burlington City Council

City Hall

149 Church Street

Burlington, VT 05401

Dear Council President Shannon and

Members of the Burlington City Council

We understand that The Champlain County Transportation Agency (CCTA) will appear before the Burlington City Council this evening for approval of an easement for the development of a New Transit Center on St. Paul St. The

Burlington Businesses Association (BBA) is fully supportive of the granting of the easement and the relocation of the transit center to St. Paul St.

Relocating the current transit station away from the intersection of Church and Cherry Streets will yield positive, long-term benefits for the City of Burlington. The transit service provided by CCTA represents a valuable public service that conveys significant benefits to Burlington and the surrounding communities. Not only does this transit service reduce the number of automobiles entering downtown Burlington, but it frees up valuable parking for other employees and visitors.

BBA members support the proposed St. Paul St location as the best option to relocate our city's transit station. We

hope members of the City Council will pass this proposal and grant the necessary easements to help to make the new Transit Center a reality.

Sincerely,

Kelly Devine

Executive Director

Kelly Devine
Executive Director
Burlington Business Association

director@bbavt.org
802.863.1175
Direct: 802-316-5050

www.bbavt.org

FACEBOOK: www.facebook.com/bbavt

TWITTER: @bbavt



The Burlington Business Association, founded in 1978, is a non-profit, non-political membership organization with 200 business and non-profit members.

Our mission is to enhance and promote the economic vitality of Burlington, Vermont, and to assure that the City of Burlington continues as the cultural, social, political, educational and economic center of northwestern Vermont.

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Leslee MacKenzie, Vice Chair
Al Gobeille, Secretary
Zandy Wheeler, Treasurer
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Jeff Nick
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Brigitte Ritchie
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Russ Scully
Perry Sporn

Kelly Devine
Executive Director

Alexandra Gadway
Executive Assistant

29 Church St., Suite 3-5
Burlington, Vermont 05401
802-863-1175

October 6, 2014

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

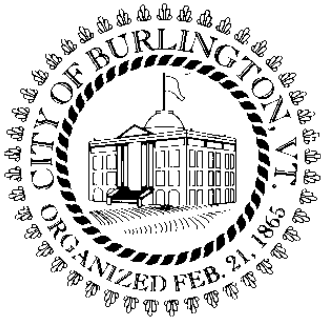
Dear Council President Shannon and
Members of the Burlington City Council

We understand that The Champlain County Transportation Agency (CCTA) will appear before the Burlington City Council this evening for approval of an easement for the development of a New Transit Center on St. Paul St. The Burlington Businesses Association (BBA) is fully supportive of the granting of this easement and the relocation of the transit center to St. Paul St.

Relocating the current transit station away from the intersection of Church and Cherry Streets will yield positive, long-term benefits for the City of Burlington. The transit service provided by CCTA represents a valuable public service that conveys significant benefits to Burlington and the surrounding communities. Not only does this transit service reduce the number of automobiles entering downtown Burlington, but it frees up valuable parking for other employees and visitors.

BBA members support the proposed St. Paul St location as the best option to relocate our city's transit station. We hope members of the City Council will pass this proposal and grant the necessary easements to help to make the new Transit Center a reality.

Sincerely,
Kelly Devine
Executive Director



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Council
From: Mayor Miro Weinberger
Date: October 2, 2014
Re: City – CCTA Easement Agreement for the Downtown Transit Station

This memo provides an overview of several of the main points contained in the proposed easement agreement between the City and the Chittenden County Transportation Authority (CCTA). CCTA previously presented to the Council in December of 2013, and we have been working hard to finalize the agreement to govern the use of a City space for decades to come.

Building a new transit station has been a longstanding goal for the City and CCTA, though previous efforts to do so in 1999 and again between 2006 and 2008 were ultimately unsuccessful. Many in our community rely on CCTA buses, which carry 10,000 riders every day, 3,000 of whom use the current, inadequate facility on Cherry Street each day. This service provides an enormous benefit to all Burlingtonians and many across the region by providing an excellent, environmentally-friendly public transit option, substantially reducing the number of automobiles in the downtown, reducing demand for parking spaces by as many as 500 each weekday according to a CCTA study, improving access to and from our downtown core, and supporting local businesses. The City will benefit greatly from the construction of a new Transit Station that is well-designed, attractive and able to accommodate rider demand.

The proposed easement agreement contains several important points I would like to highlight for you here:

- The easements along St. Paul, Cherry, and Pearl Streets necessary to build the station are in the City's right of way and would be granted a term of 40 years from the date of the agreement with up to two 20 year renewals.
 - Since technology will evolve during that long timeframe, between two to five years prior to the expiration of the existing term, the City can request that CCTA provide a traffic and transportation study conducted by a third party and paid for by CCTA (but approved by the City) to substantiate the continuing need for the easement within the City's right of way.
- The Easement Agreement includes a partial glass canopy, which as you can see in the drawings is an important design component in a high-quality station that welcomes so many riders every day. In an effort to help maintain this canopy as previously presented to the Council in December, the City is contributing to the local match requirement through in-kind services or payments at an amount capped at \$60,000.

- The Easement Agreement proposed also references a separate two or three-way MOU, to include the City, CCTA, and potentially the State Buildings and General Services department, which controls abutting property. The Mayor's signature of the easement agreement is contingent on subsequent Council approval of this two or three-way MOU.
- The easement areas would encompass 18 current parking spaces. In the proposed agreement, CCTA agrees "to utilize other bus storage areas that it owns or controls from time to time for long-term or overnight bus parking rather than Easement Areas No. 2 – 6 in order to maximize the availability of on-street parking on Cherry Street and Pearl Street" without compromising its operations. CCTA has further agreed to install and maintain signs indicating bus operating hours, etc., in coordination with DPW.
- A bus bay location within one of the easement areas has been reserved for interstate bus use, should the City determine this is in its best interest to use for this purpose.
- The design of the transit station – to be confirmed by final plan review – allows the City to access underground utilities should the need arise without requiring an expensive operation to cut through the combination of cement and snow melt system that CCTA will be installing.
- CCTA has agreed to accommodate the City's desire for "complete streets" that facilitate all modes of transportation on the transit corridor of Pearl Street by reducing the width of bus bays on Pearl Street as appropriate. The exact location of the curb location will be determined in consultation with the City engineer.

I respectfully request the Council's support of the accompanying resolution.

Thank you.



October 3, 2014

Ms. Joan Shannon, President
Burlington City Council
City Hall
149 Church St.
Burlington, VT 05401

Dear President Shannon,

On behalf of the Church Street Marketplace Commission, I would like to voice our support of the new CCTA bus terminal project. The Marketplace Commission has been in favor of CCTA's new Transit station at the St. Paul Street location from the beginning as we see this as the best site out of all considered.

It will provide a tremendous resource for our city on both a commercial and community level and provide much needed ease of access to public transportation. It will also eliminate congestion and improve safety at the Church and Cherry intersection. It is our hope that the City Council will provide the necessary easements to allow this project to be completed in 2015.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Nick", is positioned above the typed name of the signatory.

Jeff Nick
Chair, Church Street Marketplace District Commission

EASEMENT DEED and AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF BURLINGTON, a Vermont municipality (the "Grantor"), in consideration of Ten and More Dollars paid to the Grantor's full satisfaction by CHITTENDEN COUNTY TRANSPORTATION AUTHORITY, a Vermont municipal corporation with its principal offices in Burlington, Vermont (the "Grantee"), by these presents does freely GIVE, GRANT, SELL, CONVEY, and CONFIRM to the Grantee, CHITTENDEN COUNTY TRANSPORTATION AUTHORITY the following easements (collectively, the "Easements") burdening certain lands in the City of Burlington, Chittenden County, Vermont, consisting of six roadway segments and four sidewalk segments to be used in connection with the construction and operation of a public transit station (the "Transit Station", which is more particularly described below). The Easements are depicted on a set of plans consisting of three pages entitled, "Survey of Easement, City of Burlington to CCTA, Burlington Transit Station," prepared by Summit Engineering, Inc., dated September 30, 2014 [AI] [Review to refer to most current survey plans.] (the "Easement Plans"), a copy of which is attached as Exhibit A attached hereto and made a part hereof), to be recorded in the City of Burlington land records (the "Land Records"), and are more particularly described as follows:

St. Paul Street (between Pearl Street and Cherry Street):

Being an exclusive easement and right of way (subject, however, to the terms and conditions of this Agreement) over, under, and across St. Paul Street, beginning on the northerly end at the curb line on the southerly side of Pearl Street and terminating on the southerly end at the curb line on the northerly side of Cherry Street, and being depicted on page E3 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON TO CCTA FOR TRANSIT STATION BUILDING AND BUS OPERATIONS, 22,635 S.F., 0.52 ac." ("Easement Area No. 1").

North side of Pearl Street east of St. Paul Street and westerly of Elmwood Avenue:

Being an easement and right of way (subject, however, to the terms and conditions of this Agreement) running along and adjacent to the curb located along the northerly edge of Pearl Street and being depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS OPERATIONS (1,263-193 s.f.)", together with an easement and right of way for two (2) passenger shelters depicted on page E5 of the Easement Plan as "EASEMENT FROM CITY OF BURLINGTON TO CCTA FOR TWO PASSENGER SHELTERS AND TRASH RECEPTACLES (65 s.f. EACH)" (together "Easement Area No. 2").

North side of Pearl Street west of St. Paul Street and easterly of George Street:

Being an easement and right of way (subject, however, to the terms and conditions of this Agreement) running along and adjacent to the curb located along the northerly edge of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS OPERATIONS (1,235-177s.f.)" ("Easement Area No. 3").

South side of Pearl Street east of St. Paul Street:

Being an easement and right of way (subject, however, to the terms and conditions of this Agreement) running along and adjacent to the curb located along the southerly edge of Pearl Street depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS OPERATIONS (1,275-252 s.f.)" ("Easement Area No. 4"). This shall include the right

to relocate the curb, lower the level of the existing sidewalk, add one step with railing to the staircase at the north entrance to the Zampieri State Office Building, and extend the handicapped ramp to comply with ADA requirements consistent with the lower profile of the sidewalk.

South side of Pearl Street west of St. Paul Street:

Being an easement and right of way (subject, however, to the terms and conditions of this Agreement) running along and adjacent to the curb located along the southerly edge of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS OPERATIONS (1,433-076 S.F.)", together with an easement and right of way for two (2) passenger shelters and accessibility landing pads to be located within the bounds of the right of way of Pearl Street southerly of and adjacent to, and including portions of, the existing sidewalk located along the south side of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON TO CCTA FOR TWO PASSENGER SHELTERS, LANDING PADS AND TRASH RECEPTACLES (768 S.F.)" (together, "Easement Area No. 5").[A2]

North side of Cherry Street west of St. Paul Street and easterly of Pine Street:

Being an easement and right of way (subject, however, to the terms and conditions of this Agreement) along and adjacent to the curb located along the northerly edge of Cherry Street and depicted on page E4 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS OPERATIONS, 1,548 S.F.", together with an easement and right of way for three (3) passenger shelters and accessibility landing pads to be located within the bounds of the right of way of Cherry Street northerly of and adjacent to, and including portions of, the existing sidewalk located along the north side of Cherry Street and depicted on page E4 of the Easement Plans as "EASEMENT FROM THE CITY OF BURLINGTON TO CCTA FOR THREE PASSENGER SHELTERS, LANDING PADS AND TRASH RECEPTACLES" (together, "Easement Area No. 6").

(Easement Area No. 1, Easement Area No. 2, Easement Area No. 3, Easement Area No. 4, Easement Area No. 5, and Easement Area No. 6 are referred to collectively as the "Easement Areas"). These six easement areas collectively constitute the entire Transit Station as authorized by the Federal Transit Administration (FTA).

The lands burdened by the Easement Areas (the "Burdened Property") are portions of (i) that portion of St. Paul Street as was laid out by the City of Burlington Road Commissioners by instrument dated June 16, 1813, and recorded in Highway Volume 1, Page 17 of the Land Records; (ii) that portion of Pearl Street as was laid out by the City of Burlington Road Commissioners by instrument recorded in Highway Volume 1, Page 21 of the Land Records and (iii) that portion of Cherry Street as was laid out by the City of Burlington Road Commissioners by instrument recorded in Highway Volume 1, Page 19 of the Land Records.

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

The Easements are granted subject to (1) the provisions of state laws and regulations, municipal ordinances, public laws and special acts; (2) the terms and conditions set forth herein below; and (3) all easements, rights of way, covenants, conditions, permits, and other restrictions on use of

record and affecting the property described herein, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601 et seq.

TO HAVE AND TO HOLD the Easements, with all the privileges and appurtenances thereto, to the Grantee, **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, to its own use and behoof throughout the term of the Easements. The Grantor, **CITY OF BURLINGTON**, for itself and its successors and assigns, does covenant with the Grantee that until the enrolling of these presents, the Grantor has authority over the use of the Easement Areas in the manner described herein (as set forth in 24 V.S.A. App. § 3-48 (49)), and has good right and title to grant the Easements in the manner described in this Easement Deed and Agreement, and that the Easement Areas are **FREE FROM EVERY ENCUMBRANCE**, except as stated in this Easement Deed and Agreement; and the Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as stated in this Easement Deed and Agreement.

CONDITIONS OF GRANT

In consideration of the Easements granted by this Easement Deed and Agreement (the “Agreement”) and the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Grantor and the Grantee agree that the Easements granted by this Agreement are granted upon and subject to the following terms and conditions:

EASEMENT AREA NO. 1

1. Easement Area No. 1 shall be used by the Grantee for the construction, operation, maintenance and repair of the “Transit Station Building” and related site improvements, including a platform with a glass canopy, fencing, landscaping, and lighting. The Grantee agrees to install, operate, and maintain lighting within Easement Area No. 1 that will meet all lighting requirements applicable to the St. Paul Street right-of-way (which includes the sidewalk along the east side of St. Paul Street between Cherry Street and Pearl Street that is outside of and adjacent to Easement Area No. 1) – including during hours when the Transit Station is not in operation – as long as Burlington Electric Department (“BED”) installs, operates, and maintains lighting at the intersections of St. Paul Street with Cherry Street and with Pearl Street.
2. **Use of Easement Area No. 1.** The Grantee shall use Easement Area No. 1 for the operation of bus and other public transit services and other uses related to the provision of public transit services, including services convenient for riders of public transit and typically provided at comparable facilities, as those uses may evolve over the term of the Easements. Those services may, at the Grantee’s discretion, include services such as an ATM, food service, and a tourism information kiosk or booth. The Transit Station Building shall be open and operated on a continuing basis (subject to reasonable hours of operation) throughout the term of this Agreement; provided, however, that the Transit Station Building may be closed on holidays, weekend days, and at other times when having the Transit Station Building open is not necessary to support the Transit System (as defined in Section 12(e) below).
3. **Maintenance.** The Grantee shall use and maintain Easement Area No. 1 and the Transit Station Building and related site improvements in good condition and repair, in a neat, clean, and safe manner, and shall be solely responsible for all maintenance required within Easement Area No. 1 including, without limitation, the removal of snow and ice (except to the extent of Grantor’s responsibilities described in the next sentence) and the maintenance of landscaping, pavements, buildings, and any other structures or improvements, except for utility lines and equipment owned and controlled by others as provided in Section 4, 9, or 20 below. The Grantor shall plow the northbound and southbound traveled lanes of St. Paul Street

within Easement Area No. 1 consistent with its regular winter street maintenance schedule. The Grantee shall be solely responsible for pedestrian safety within Easement Area No. 1 and for the safety of public transit riders and all other users of and people within Easement Area No. 1 and the Transit Station Building.

4. **Rights of Others.** Easement Area No. 1 is granted subject to (a) the rights of existing utility rights-of-way, utility lines and other utility infrastructure presently situated therein, including without limitation any rights held by utility service providers to access, maintain, repair and replace such utilities and infrastructure, (b) the rights of pedestrians to cross within designated crosswalks and to walk within designated pedestrian zones, regardless of whether such pedestrians are transit riders (subject, however, to the reality that some pedestrians will walk outside of designated crosswalks and pedestrian zones), (c) the rights of emergency vehicles and personnel, and (d) rights of vehicular and pedestrian ingress and egress for the owners, employees and invitees of the John J. Zampieri State Office Building (which has a street address of 108 Cherry Street) via the parking garage entrance to such property situated on St. Paul Street within Easement Area No. 1, which rights of vehicular and pedestrian ingress and egress shall be available at all times during and after construction of the Transit Station Building and related improvements within Easement Area No. 1, provided, however, that access may be restricted as required during construction outside of regular business hours for the Zampieri Building; Grantor and Grantee agree that the easement rights granted hereby are subject to the rights of the owner of the Zampieri Building to utilize Easement Area No. 1 for major maintenance and construction purposes subject to coordination and cooperation with Grantee, as set forth in a separate Memorandum of Understanding made by and between Grantor and Grantee and, possibly, joined by the owner of the Zampieri Building (the "MOU") and provided that such use of Easement Area No. 1 does not unreasonably disrupt CCTA's bus operations at the Transit Station. This Agreement shall only be effective if the MOU has been executed at least by Grantor and Grantee.

The parties acknowledge that at the time that this Agreement is executed, only BED and the Burlington Department of Public Works ("DPW") maintain any utilities within Easement Area No. 1. Accordingly, once construction of the Transit Station is complete, and unless rights or easements are later acquired by others to install and maintain utilities within Easement Area No. 1, only BED and DPW shall have access to maintain or otherwise repair any utilities within Easement Area No. 1. The parties also acknowledge that the Grantee intends to install a sub-surface snow melt system beneath the center platform and beneath the ten bus bays adjacent to the center platform within Easement Area No. 1; the Grantee intends to construct the roadway within Easement Area No. 1 by pouring an eight inch concrete slab in the ten foot wide bus bays directly adjacent to the platform and by utilizing asphalt in the northbound and southbound travel lanes of St. Paul Street. The parties' acknowledge and confirm their intention that once construction of the Transit Station is complete, the only utilities within Easement Area No. 1 will be located within the northbound and southbound travel lanes of St. Paul Street. Any construction activity undertaken by any utility, including the City of Burlington, will be done at the sole expense of the utility. The utility provider will be responsible for any damage to any portion of the concrete roadway caused by the utility's excavation, construction, repair, maintenance, or replacement activities.

5. **Signage and Signalization.** The Grantee shall install and maintain such signage and signaling that may be necessary or appropriate to warn and educate pedestrians about vehicular traffic patterns and other safety issues related to its use of the Easement Area and operation of the Transit Station. The Grantee may establish reasonable rules and regulations regarding pedestrian behavior, including the enforcement of smoking prohibitions, and the use of bicycles within Easement Area No. 1 and may post signs within Easement Area No. 1 notifying the public of such rules and regulations. Such signage and signalization within Easement Area No. 1 shall be consistent with signage and signalization in its immediate neighborhood, and generally in compliance with the requirements of and the conventions established by DPW and in coordination with DPW.

EASEMENT AREAS NO. 2 - 6

6. **Bus Operations.** Those portions of Easement Areas No. 2 – 6 that are designated on the Easement Plan as being used for “bus operations” shall only be used by the Grantee for the operation of the Transit System, including bus passenger loading and unloading and for the staging of vehicles while active drivers are on break. The Grantee agrees to utilize other bus storage areas that it owns or controls from time to time for long-term or overnight bus parking rather than Easement Areas No. 2 – 6 in order to maximize the availability of on-street parking on Cherry Street and Pearl Street while retaining only such bus operations areas within Easement Areas No. 2 – 6 reasonably necessary or convenient for the operation of the Transit System. The Grantee shall install and maintain signage indicating hours of bus operations, which shall be consistent with signage in the immediate neighborhood and generally in compliance with the requirements of and the conventions established by DPW and in coordination with DPW.

7. **Passenger Shelters and Accessibility Landing Pads.** Those portions of Easement Areas No. 2 – 6 that are designated on the Easement Plan as being used for “passenger shelters” shall only be used by the Grantee for the construction, operation, maintenance and repair of accessibility landing pads, the placement of trash receptacles, and the construction, operation, maintenance, and repair of canopied passenger shelters. The Grantee shall use and maintain the passenger shelters, accessibility landing pads and trash receptacles in good condition and repair, and in a neat, clean and safe manner. The construction of passenger shelters shall include the use of sidewalks within Easement Areas No. 2 – 6, the conversion of grass areas to concrete for the purpose of constructing passenger shelters and accessibility landing pads, and for the installation of trash receptacles.

8. **Bicycle Storage.** The Grantee shall provide a covered bicycle storage unit substantially matching the appearance and dimensions of the current aluminum and glass passenger shelters, and shall install such storage unit, at its expense, in a location on the south side of Cherry Street in the vicinity of the Transit Station Building identified by DPW.

9. **Rights of Others.** Easement Area Nos. 2 -6 are granted subject to (a) the rights of existing utility rights-of-way, utility lines and other utility infrastructure presently situated therein, including without limitation any rights held by utility service providers to access, maintain, repair and replace such utilities and infrastructure, (b) the rights of emergency and maintenance equipment, vehicles and personnel, (c) existing sidewalks and curbs within and along the roadways of Pearl Street and Cherry Street, which shall not be modified, except as shown on the Project Plans (as defined below) and Easement Plans, without the Grantor’s prior written consent, (d) the rights of pedestrians to walk within the sidewalks and (e) the rights of the Grantor described in Section 11(b) below. Any excavations or other work performed by any utility company, including the City of Burlington, shall be at the sole expense of the utility company, and the roadway and any other physical properties of the site shall be restored or repaired in a commercially reasonable manner following completion of the utility work. The Grantee shall have the exclusive use of those portions of Easement Areas No. 2 - 6 that the Grantee shall have improved with passenger shelters.

ALL EASEMENT AREAS

10. **Transit Station Construction and Alteration.** The Transit Station, which term includes the Transit Station Building that includes a glass canopy substantially the same as that presented to the Burlington City Council on December 9, 2013, the passenger shelters, accessibility landing pads, trash receptacles and related site improvements, shall be constructed substantially in accordance with the ____ sheet set of plans and drawings entitled “_____” prepared by _____ dated _____

_____, last revised _____, which are incorporated in this Agreement by reference (collectively, the "Project Plans"). [CCTA will provide final Project Plans for review and approval by the City once the Easement Deed and Agreement has been approved by the City Council and prior to signature by the Mayor.] Without limiting the foregoing, the Grantee agrees to place the passenger shelters, accessibility landing pads and trash receptacles in locations that will not interfere with or impede the functionality of the Grantor's current sidewalk snow plows. The parties acknowledge that the construction of the Transit Station will include removing trees located within the St. Paul Street right-of-way on the east side of the street. The Grantee shall not materially alter or modify the approved design or appearance of the Transit Station, the passenger shelters, accessibility landing pads, trash receptacles and related site improvements without first obtaining the written consent of the Grantor, which shall not be unreasonably withheld. The Grantee shall complete construction of the Transit Station and related site improvements no later than two (2) years after the commencement of its construction. The Grantee shall not be responsible for any delay in or failure to complete construction within such period if such delay or failure is due to any cause or circumstance beyond its reasonable control; such causes include, by way of example but not limitation, strikes or other labor disputes, fire or other casualty, accidents, unexpected adverse site conditions, unforeseeable failure or delays in delivery by third parties, acts of God, war, civil commotion, flood, earthquake, or unforeseeable weather.

11. **Operation Agreement.**

a. **Schedule.** At the time that this Agreement is executed, and then at least annually thereafter, at the request of the Grantor or the Grantee, the Grantor and the Grantee shall negotiate in good faith an agreement (the "Operation Agreement") on the schedule for the days and hours during which the Grantee shall operate and staff the Transit Station Building.

b. **Public Parking.** At the time this Agreement is executed and then annually thereafter, the Grantee shall provide to the Grantor data that will be useful to determine when certain portions of Easement Areas No. 2-6 can be made available for general public parking. That includes determining both the locations and times of day when public parking can be accommodated. The Grantor (acting through the Director of Public Works in consultation with the City Engineer) shall work with the Grantee to maximize the times and locations when on-street public parking can be available on Cherry Street and Pearl Street while maintaining full access to Easement Areas No. 2-6 during times that are required for the operation of the Transit System. The parties' agreement with respect to the use of Easement Areas No. 2-6 for public parking shall be incorporated into the Operation Agreement.

c. **Local Match.** At the time this Agreement is executed, the Grantor shall agree to contribute to the 20% local match for the federal funds used for the installation of glass in the Transit Station canopy, in an amount not to exceed \$ _____. This shall be accomplished by providing in-kind services for the installation of curbs and sidewalks within Easement Area Nos. 5 and 6, provided that Grantor's obligations under this provision are contingent on (i) its receipt of grant approval in a manner that is approved by the Office of the City Attorney, and (ii) the general scope and scale of the contemplated improvements being provided to and approved by the City Engineer.

12. **Term.**

a. **Initial Term.** The Easement Areas are granted hereby for a term of forty (40) years from the date of this Agreement, unless terminated earlier by written agreement of the Grantor and the Grantee and subject to the provisions of Section 11(b) above.

b. **Traffic and Transportation Studies.** At least two years, but not more than five years, prior to the expiration of the initial forty (40) year term, upon the written request of the Grantor, the Grantee shall provide a traffic and transportation study conducted by a third party vendor selected and paid for by the Grantee but approved in advance by the Grantor, which approval shall not be unreasonably withheld, together with the Grantee's internally prepared ridership and usage data (collectively, the "Traffic and Transportation Studies") to substantiate its current and continued need to use all of the Easement Areas for the operation of the Transit System. The term of the Easements for all Easement Areas will be extended pursuant to subsection (c) below if the Grantor and the Grantee reasonably determine that the Traffic and Transportation Studies support the continued necessity of the Easement Areas for the operation of the Transit System. The Grantor and the Grantee may determine that the Traffic and Transportation Studies do not support the continued necessity of some of the Easement Areas for the operation of Transit System. In that case, the availability of any Easement Areas determined to be unnecessary at that time shall be suspended. At any time thereafter, however, the Grantee may request to lift the suspension based on new Traffic and Transportation Studies and internally generated ridership and operations data. While in suspension, the Easement Areas will be available for public parking pursuant to the Operation Agreement.

If the Grantor and the Grantee are unable, despite good faith efforts, to reach agreement on the continued necessity of any portion of the Easement Areas for the operation of the Transit System as provided above in this subsection within thirty (30) days after the Grantee has provided the Traffic and Transportation Studies, then the issue of necessity shall be referred to the Mayor or the Mayor's designee and the Grantee's General Manager. If the Mayor or the Mayor's designee and the General Manager are unable to agree within thirty (30) days after referral, the issue shall go to mediation as a condition precedent to binding dispute resolution. The parties shall endeavor to resolve the issue by mediation. If the issue is not resolved by mediation, the issue shall be subject to arbitration, which, unless the parties agree otherwise, shall be conducted in accordance with the commercial rules and procedures of the American Arbitration Association. Demand for arbitration shall be made in writing delivered to the other party. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

c. **Extension Term.** The term of the Easements and this Agreement will automatically extend for two additional terms of twenty (20) years each, unless the Grantee provides written notice to Grantor of the Grantee's intention to terminate the Easements and this Agreement prior to the expiration of the then current term, provided that no material Event of Default by the Grantee exists at the expiration of the then current term. The extensions shall be on the same terms and conditions as the initial forty (40) year term.

d. **Holdover.** If the Grantee remains in possession of the Easement Areas after expiration of the extension terms then, unless Grantor otherwise agrees in writing, Grantee's right to continued use and possession and use of the Easement Areas shall continue on a year to year basis, terminable by either party upon two year's prior written notice to terminate.

e. **Operation of Grantee's Transit System.** The operation of the Grantee's Transit Station shall include, but is not necessarily limited to, the provision of local bus service, LINK Express services, local commuter routes, neighborhood specials, shopping shuttles, and other bus routes serving Vermont

(collectively, the "Transit System"). The Transit System shall also include the contractual requirement to provide space for drivers to stage their buses while on break and the necessity to locate vehicles owned by the Grantee that are used for the transportation of supervisory personnel, drivers, and ticket agents. The Transit System shall also include all of the support services required for an efficient bus operation, including, but not limited to, the staging of back-up vehicles, use of ticket agents and supervisory personnel. The Grantee agrees that Easement Areas No. 2 – 6 will only be used by vehicles other than buses so long as such vehicles are owned by the Grantee, are used on a short term as-needed basis, and are used in the course of performing the Grantee's official business.

13. **Obligations Upon Expiration or Termination.** Upon expiration or termination of the Easements, at the Grantor's option, the Grantee shall either (a) remove all improvements constructed within the Easement Areas and return and restore the Easement Areas to their original conditions to the extent reasonably practicable, (b) abandon all of the improvements constructed within the Easement Areas in which even they shall be and become, without further action on the part of the Grantee, the property of the Grantor, free and clear of all claims by the Grantee and any person claiming by, through or under the Grantee, or (c) abandon specific improvements constructed within the Easement Areas (in which even they shall be and become, without further action on the part of the Grantee, the property of the Grantor, free and clear of all claims by the Grantee and any person claiming by, through or under the Grantee) and remove the balance of the improvements and return and restore the areas from which improvements are removed to their original conditions to the extent reasonably practicable. Upon expiration or termination of the Easements, the Grantee shall execute and deliver to the Grantor an instrument suitable for recording in the Land Records confirming the expiration or termination of the Easements. At the request of either the Grantor or the Grantee, the parties shall negotiate in good faith an extension of the Easements.

14. **Additional Rights.** In addition to the rights described above, the Easements include the right to construct, install, operate, maintain, repair, replace, and remove, from time to time, pipes, lines, conduits and equipment for utility services, including, without limitation, sewage disposal, potable water, stormwater facilities, electricity, telephone and telecommunications, cable television, and gas services, sidewalks, roadways, landscaping, and other related improvements used for the Transit Station, including the right to use the Easement Areas for staging and material storage during any construction, repair, maintenance, replacement, or removal of improvements located within the Easement Areas. All utilities used by or supplied to the Easement Areas shall be in the Grantee's name, and the Grantee shall pay all separately metered charges for water, sewer, gas, electricity, light, heat, power, telephone, internet, and any other services used, rendered, or supplied upon or in connection with the Easement Areas, including, without limitation, connection fees or costs charged for the supply of such services or the installation of the Grantee's meters, and the Grantee shall indemnify and save harmless the Grantor on such accounts.

15. **Continuing Effect.** The Easements shall run with the land and burden the Burdened Property for the stated term, as the term may be extended. The Grantee shall incorporate the terms, conditions, and restrictions of this Agreement into any lease, license, or other agreement for the rental or use of any portion of the Easement Areas.

16. **Compliance with Laws.** The Grantee shall at its own cost and expense comply with any and all laws, statutes, ordinances, rules, and regulations affecting the Easement Areas and its use thereof; provided, however, that the Grantee shall not be responsible for compliance with respect to utility lines and equipment owned or controlled by others pursuant to Sections 4, 9, or 20 of this Agreement. The Grantee shall be solely responsible for obtaining, at the Grantee's sole cost, any permits, licenses, or approvals from any governmental authority necessary for construction of any improvements by the Grantee within the

Easement Areas, and shall construct, operate, and maintain all improvements within the Easement Areas in compliance with any and all such permits, licenses, and approvals.

17. **Construction; No Liens.** Any construction undertaken by the Grantee shall be diligently performed in a good and workmanlike manner. The Grantee shall promptly pay all suppliers of labor or materials for the improvements and promptly discharge any lien that may be filed against the Grantor or the Burdened Property in connection with the construction of the permitted improvements. The Grantee shall not permit any claim, lien, or other encumbrance arising from any construction or the Grantee's use of the Easement Areas to accrue against or attach to the Easement Areas or the interest of the Grantor in the Burdened Property or any adjacent lands.

18. **Restoration of Damage.** Promptly upon the completion of construction of the Transit Station and related improvements, the Grantee shall cause the surface of the lands within the Easement Areas not covered by the improvements to be restored as nearly as practical to its prior condition, except as otherwise shown in the Project Plans. Upon completion of construction within or improvement to the Easement Areas, any disturbed area shall be promptly properly repaired, restored, re-paved (if applicable) and re-seeded (if applicable) in a commercially reasonable manner by the Grantee at its expense. The Grantee shall in addition use commercially reasonable efforts to assure that its construction activities shall be done at dates and times that are mutually convenient for the Grantor and the Grantee. The Grantee shall promptly repair and restore any damage to the Grantor's property caused by or arising out of the Grantee's use of the Easement Areas or the Grantor's property, with such work to be performed in a neat and orderly, good, and workmanlike manner using high quality materials, and accomplished lien free and in compliance with all rules, regulations, laws, ordinances, permits, approvals, or orders of every governmental authority with jurisdiction. During performance of any such work, the affected area shall be maintained in a neat and orderly manner.

19. **Public Utilities.** In connection with the construction of the Transit Station and related improvements, certain public utility infrastructure will be constructed at the Grantee's expense and certain public utility infrastructure will be relocated at the Grantee's expense, including an existing combined sewer line, an electrical line that currently supplies power to the traffic signal controller at the intersection of St. Paul Street and Pearl Street, light poles and storm water catch basins. Upon completion of construction of the Transit Station and related improvements, such relocated public utilities, together with new public utilities, including traffic signals, will become the property of and responsibility of the Grantor and its departments to maintain and operate, and the Grantor retains the right to access these elements in coordination with the Grantee. Should the Grantee not arrange with BED for the provision of sidewalk lighting, any and all light poles installed by the Grantee within Easement Area No. 1 shall be owned and maintained by the Grantee, and the Grantee shall pay for all electricity used by such light poles.

20. **Stormwater Offset.** The Grantee agrees that in recognition of the stormwater impacts that the Transit Station will have on the City of Burlington, the Grantee shall participate, up to a maximum amount of \$25,000, in one of the Grantor's stormwater projects to offset the impacts caused by the Transit Station.

21. **Indemnity.** The Grantee shall indemnify, defend and save the Grantor harmless from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature, including costs and reasonable attorneys' fees, suffered or incurred as a result of any breach by the Grantee, its agents, servants, employees, visitors or licensees of any covenant or condition of this Agreement, or as a result of its use or occupancy of the Easement Areas, or the negligence or willful misconduct of the Grantee, its agents, servants, employees, visitors or licensees;

provided, however, that the obligations of the Grantee under this Section 21 shall not extend to the negligence or willful misconduct of the Grantor, its employees, agents or representatives.

22. **Casualty Insurance.** The Grantee shall insure its improvements, including without limitation the Transit Station Building and the passenger shelters, against loss by fire and other casualty by policies that shall include standard extended coverage endorsements at full replacement cost, as the same shall exist from time to time without a coinsurance feature. The Grantee's policy or policies shall insure against all risks of direct physical loss or damage, including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the improvements required to be demolished or removed by reason of the enforcement of any building, zoning, safety, or land use laws as the result of a covered loss.

23. **Liability Insurance.** The Grantee, at the Grantee's own cost and expense, shall maintain a policy or policies of liability insurance insuring the Grantee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may or may be claimed to have occurred on the Easement Areas or in the vicinity of the same. Such policies shall cover such risks and be in such amounts as the Grantor from time to time may reasonably request, but in any event in an amount not less than Two Million Dollars and 00/100 (\$2,000,000.00) for injury to or death of any one person or for damage to or destruction or loss of property in any one occurrence. Upon demand by the Grantor, the Grantee shall deliver to the Grantor certificates of such insurance coverage evidencing that such coverage is actually in effect, which certificates shall name the Grantor as an additional insured.

24. **No Assignment.** This Agreement shall be binding upon the Grantor and the Grantee and their respective successors and assigns, provided however, that without the prior written consent of the Grantor, which may be withheld or granted in the Grantor's sole discretion, the Grantee shall not assign this Agreement, by operation of law or otherwise, or grant others any rights to use the Easement Areas granted by this Agreement, other than leases or licenses of interior space within the Transit Station Building for the operation of complementary businesses, which the Grantee may enter into without any prior written consent of the Grantor. Except as provided in the previous sentence, any assignment or attempted assignment without the Grantor's prior written consent shall be void.

25. **Inter-City Bus Service.** Should the Grantor determine that it is in the City of Burlington's best interest to enter into agreements with one or more inter-city bus service providers to use space within Easement Areas No. 2 – 6, the Grantee will identify an appropriate portion of Easement Area No. 3 and make it available to the Grantor for that purpose. The Grantee shall have no obligation to provide any services or facilities to either the Grantor or any bus service provider in connection with any such inter-city bus service. It shall be the Grantor's responsibility to enter into any agreements with inter-city bus operators. The Grantee shall retain the right to use the space made available for inter-city bus service when it is no longer being used for that purpose, at which time this space shall be used pursuant to the Operation Agreement.

26. **Damage or Destruction.**

a. In the event that the Transit Station Building shall be destroyed or severely damaged by fire, flood, lightning, wind storm, ice storm, terrorist act, or any similar or other occurrence or peril beyond the Grantee's control, then the Grantee shall rebuild or restore the Transit Station Building. In the event that the Grantee decides not to rebuild or restore such facility, the Grantee will notify the Grantor of its intent to terminate this Agreement within ninety (90) days of the date of damage or destruction, and if it

fails to notify the Grantor of its intent to terminate this Agreement within such period, then it shall be deemed to have elected to rebuild or restore the Transit Station Building. If the Grantee elects to terminate this Agreement, then the Grantee shall promptly and diligently fulfill its obligations upon the termination of this Agreement set forth in Section 13. If the Grantee timely elects to rebuild or restore the Transit Station Building, then it shall proceed to promptly and diligently rebuild or restore the Transit Station Building to its condition prior to such damage, at its cost and expense and in compliance with the obligations of this Agreement.

b. In the event that any element of the Transit Station other than the Transit Station Building shall be destroyed or severely damaged by fire, flood, lightning, wind storm, ice storm, terrorist act, or any similar or other occurrence or peril beyond the Grantee's control, then the Grantee shall promptly and diligently replace, rebuild, or restore the damaged element(s) to their original condition at its cost and expense and in compliance with the obligations of this Agreement.

27. **Default.** It shall be an Event of Default under this Agreement if the Grantee shall fail to perform or comply with any of the agreements, terms, covenants, or conditions in this Agreement for a period of sixty (60) days after notice from the Grantor to the Grantee specifying the items in default, or in the case of a default that cannot with due diligence be cured within said sixty (60) day period, the Grantee shall fail to commence within said sixty (60) day period the steps necessary to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence). For so long as a material Event of Default shall exist and be continuing, the Grantor may give written notice to the Grantee specifying the Event of Default and stating that the Grantee's rights to the possession, use, and occupancy of the Easement Areas under this Agreement shall expire and terminate on the date specified in such notice, and upon the date so specified, all rights of Grantee under this Agreement shall so expire and terminate. Upon termination in accordance with the foregoing provisions, the Grantee shall immediately fulfill its obligations upon the expiration or termination of this Agreement set forth above. In the event that the Grantee fails to comply with its obligations hereunder, the Grantee shall pay all costs reasonably incurred by the Grantor in requiring the Grantee to so comply, including reasonable attorneys' fees and disbursements. The Grantor shall have all rights and remedies as may be available under applicable law at the time of the occurrence of the Event of Default. In all instances where the Grantor takes action to enforce the terms of this Agreement, and substantially prevails in that action, the Grantee shall be liable to the Grantor for all attorney's fees and other reasonable costs incurred by the Grantor in connection with such enforcement. In all instances where the Grantee takes action to enforce the terms of this Agreement, and substantially prevails in that action, the Grantor shall be liable to the Grantee for all attorney's fees and other reasonable costs incurred by the Grantee in connection with such enforcement.

28. **No Waiver.** The failure of the Grantor or the Grantee to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions and agreements of this Agreement, or to exercise any option herein conferred, shall not be considered as waiving or relinquishing for the future any such terms, covenants or conditions, agreements or options, but the same shall continue and shall remain in full force and effect.

29. **Extinguishment of Existing Bus Terminal.** Effective upon the commencement of operations at the Transit Station, the Grantee releases any right, title, or interest that it holds in the existing bus terminal situated on Cherry Street, however such right, title, or interest is held, and the Grantee agrees that all such right, title, or interest shall be terminated and extinguished without the need for either party to take any additional action or execute any additional instruments of release. Any rights, title, or interest held by the

Grantee in the existing bus terminal on Cherry Street will automatically transfer, in kind, to the new Transit Station situated within Easement Areas No. 1-6.

30. **Miscellaneous**. No modifications of any provisions of this Agreement shall be effective unless in writing and executed by the parties hereto (or their permitted successors or assigns). This Agreement shall be subject to and interpreted in accordance with the laws of the State of Vermont. This Agreement, including the exhibits hereto and the instruments and agreements referenced herein, constitutes the entire understanding between the parties hereto as to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. Should any provisions of this Agreement be determined to be unenforceable, the remaining provisions shall continue to be effective and binding on the same parties. The captions and section numbers appearing in this Agreement 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 Agreement or have any substantive effect. Each party to this Agreement, and each undersigned individual acting as agent for and on behalf of a party, represents and covenants that each party has full power, authority, and legal right to execute and carry out this Agreement and that the provisions hereof constitute valid, binding, and enforceable obligations imposed upon each such party charged with performance thereof.

Signature Page to Follow

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement this ____ day of October, 2014.

City of Burlington

Witness

By: _____
Miro Weinberger
Mayor and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN SS.

On this ____ day of October, 2014, personally appeared Miro Weinberger, Mayor and duly authorized agent for the City of Burlington, to me known to be the person who executed this Easement Deed and Agreement, and he acknowledged this instrument, by him signed, to be his free act and deed, individually and as duly authorized agent for the City of Burlington.

Before me: _____
Notary Public
My Commission Expires: 2/10/2015

Chittenden County Transportation Authority

Witness

By: _____
Paul Bohne
Interim General Manager and Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN SS.

On this ____ day of October, 2014, personally appeared Paul Bohne, Interim General Manager and Authorized Agent of Chittenden County Transportation Authority, to me known to be the person who executed this Easement Deed and Agreement, and he acknowledged this instrument, by him signed, to be his free act and deed, individually and as duly authorized agent for Chittenden County Transportation Authority.

Notary Public
My Commission Expires: 2/10/15

**Exhibit A
Easement Plan
Attached**

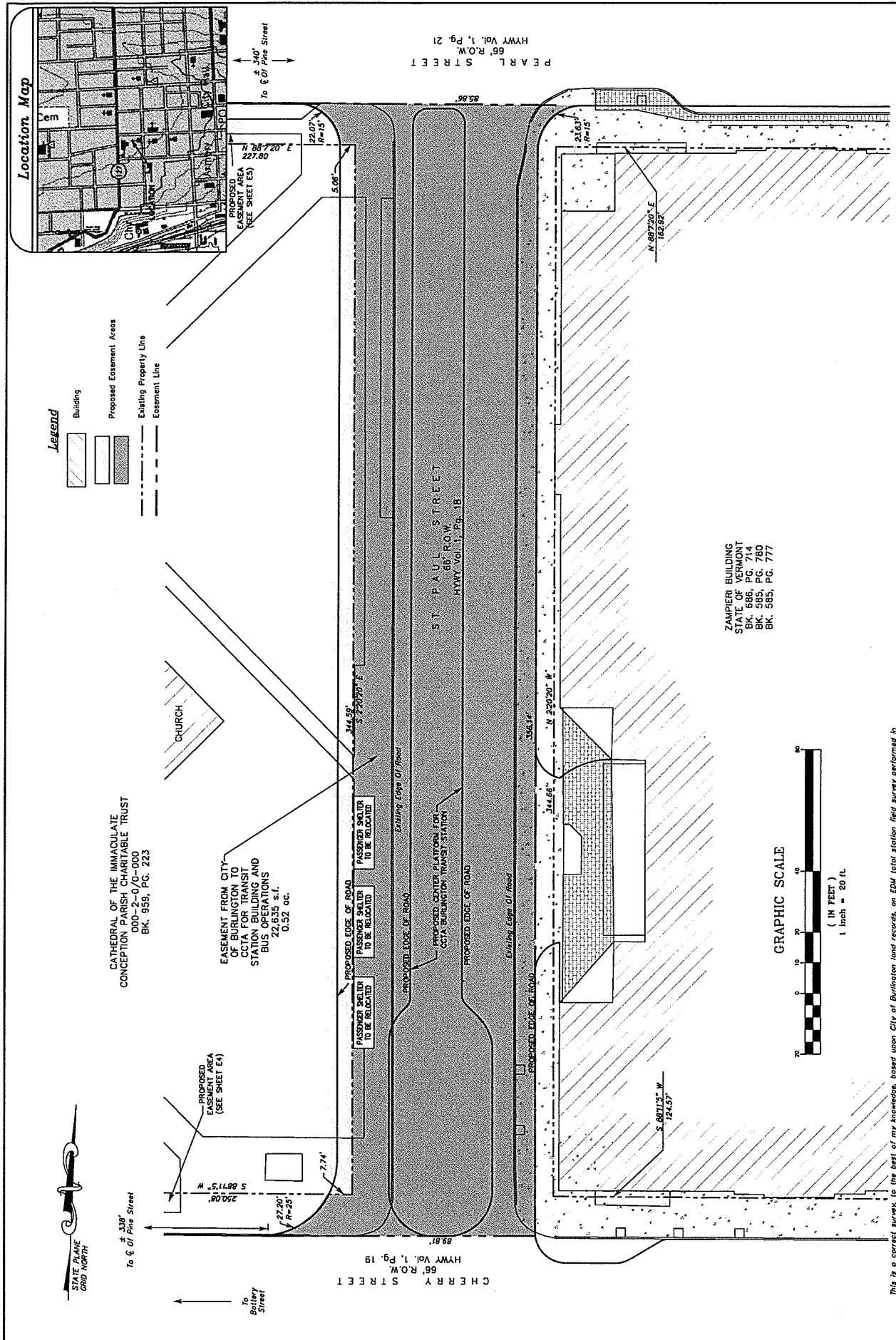
DRAFT

Exhibit B
Approved Plans of All Transit Station Improvements

[Include Reference]

Not Attached – On File with Burlington Department of Public Works

DRAFT



Location Map

Legend

- Building
- Proposed Easement Areas
- Existing Property Line
- Easement Line

CATHEDRAL OF THE IMMACULATE
CONCEPTION PARISH CHARITABLE TRUST
000-2-0/0-000
BK. 959, PG. 223

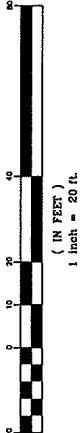
EASEMENT FROM CITY
OF BURLINGTON TO
CCHA FOR TRANSIT
STATION BUILDING AND
BUS OPERATIONS
22.635 s.t.
0.52 ac.

CHERRY STREET
66' R.O.W.
HYWY Vol. 1, Pg. 19

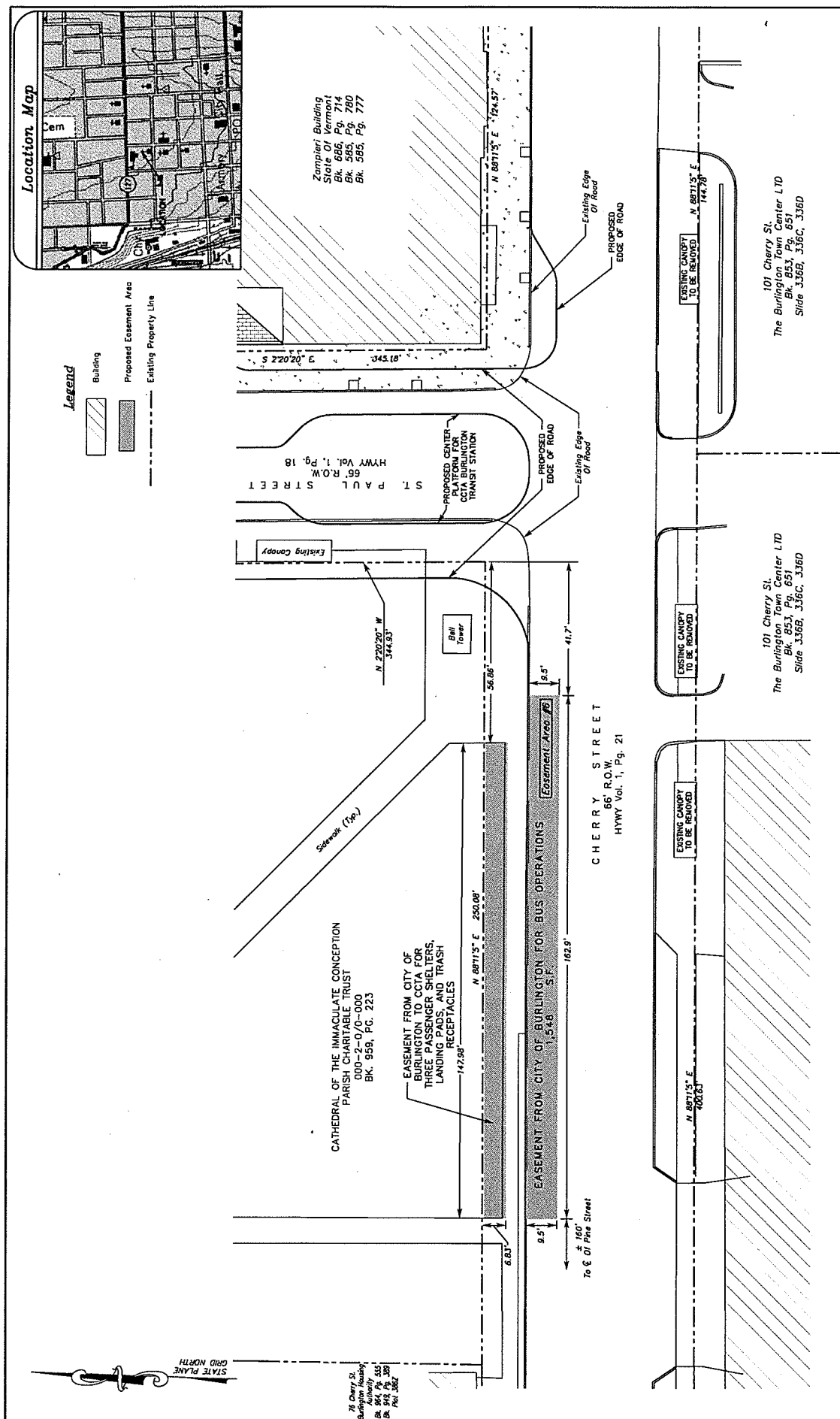
ST. PAUL STREET
66' R.O.W.
HYWY Vol. 1, Pg. 18

ZAMPERI BUILDING
STATE OF VERMONT
BK. 686, PG. 714
BK. 585, PG. 780
BK. 585, PG. 777

GRAPHIC SCALE



This is a scaled survey of the part of my knowledge, based upon City of Burlington land records, an EDM total station field survey performed in 2010 and 2013, and information from CCTA. It is noted that no site assessment of hazardous or other waste materials has been performed and Summit Engineering, Inc. takes no responsibility for any materials or conditions which may exist on this site. The bearings are shown only as an aid in determining the angular relationship between various lines and should not be used as the sole determination of alignment. Summit Engineering, Inc. further advises that lot lines set forth herein be laid out in the field by a licensed land surveyor prior to reliance thereon for construction or any other Street ROW lines and property lines were established from city street records and from existing monumentation found along Cherry Pearl, St. George, and Battery Streets. This survey was prepared by this firm. This plot is for the requirements of 27 VSA 1403.

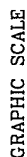


This is a copy of my knowledge, based upon City of Burlington land records, an EDM total station field survey performed from CCTA records, and information from 2002 and 2003, and information from CCTA records. It is noted that no site assessment of hazardous or other waste materials had been performed previously at this location, and therefore, it was not known if there were any hazardous materials on this site.

The bearings are shown only as an aid in determining the angular relationship between various lines and should not be used as the sole determination of alignment. Summit Engineering, Inc. has established the property lines by a licensed land surveyor for reference thereon for construction or any other purpose.

Street ROW lines and property lines were established from city street records and from existing title insurance policies. No issues related to zoning are addressed by this plot.

This plot meets the requirements of 27 V.S.A. § 1-102.



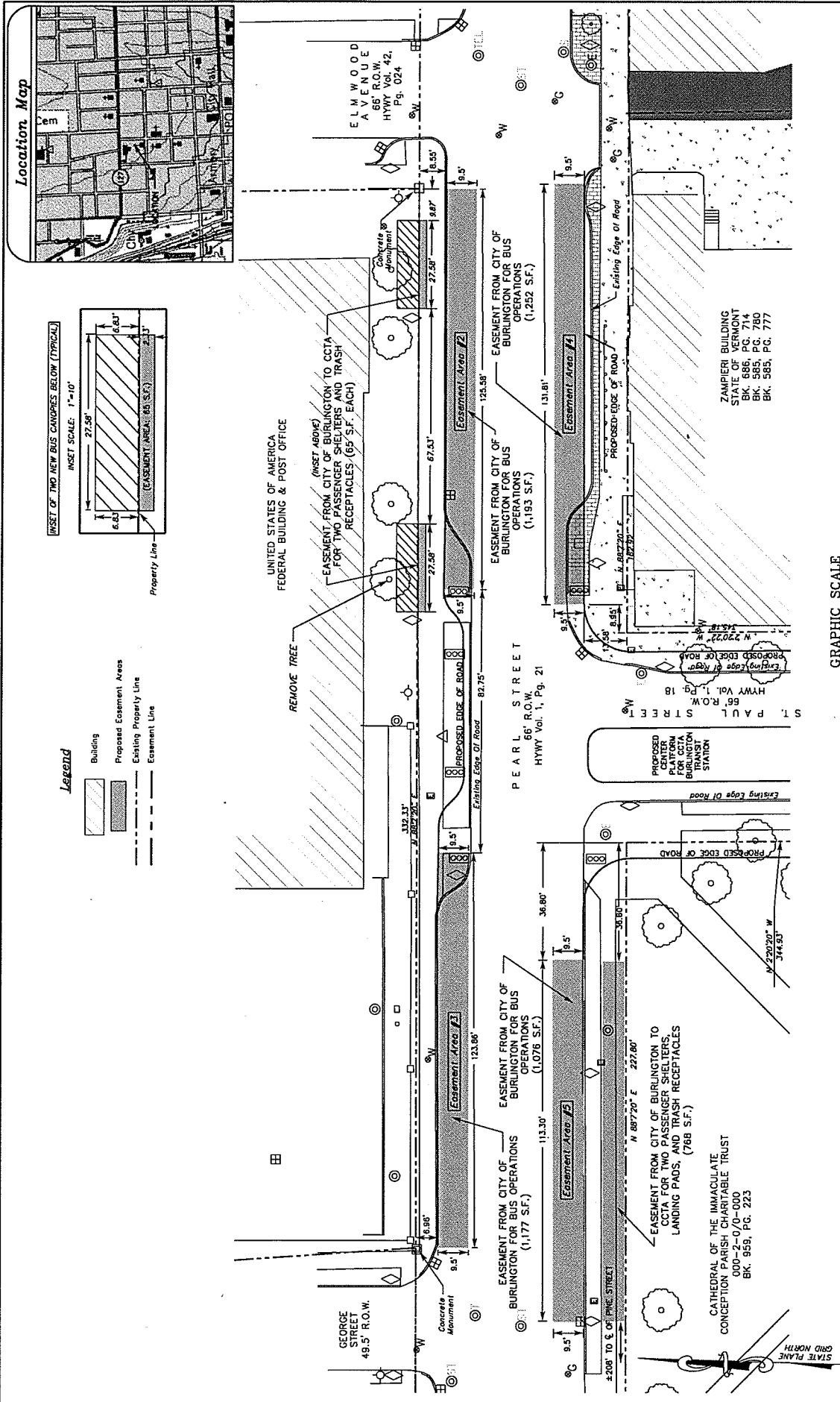
(IN FEET)

DATE: 1/24/07

SURVEY OF EASEMENT

DATE _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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This is a correct survey, to the best of my knowledge, based upon City of Burlington land records, an EDM total station field survey performed in 2010 and 2013, and information from CCTA. The survey was performed by Summit Engineering, Inc. (Summit) and no responsibility for any materials or conditions which may exist on this site. The bearings shown on the property or its lines on this plan are related to state plane grid north. The bearings are shown only as an aid in determining the location of the property or its lines. The survey was performed by Summit Engineering, Inc. (Summit) and no responsibility for any materials or conditions which may exist on this site. Street ROW lines and property lines were established from city street records and from existing monumentation found along Cherry, Pearl, St. George, and Burlington Street related to zoning are addressed by this plot. This plot is for the sole use of the parties certified to. This plot meets the requirements of 27 VSA 1403.



CITY OF BURLINGTON, VERMONT
CITY COUNCIL TRANSPORTATION, ENERGY & UTILITIES COMMITTEE

c/o Department of Public Works
645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849

802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Councilor Maxwell Tracy, Chair, WARD 2
Councilor, Tom Ayres, WARD 7
Councilor William “Chip” Mason, WARD 5

Inquiries:
Guillermo Gomez
802.540.0557 DIRECT
ggomez@burlingtonvt.gov

Transportation, Energy and Utilities Committee

DRAFT MEETING MINUTES:

Wednesday, October 8th - 2014 at 4:45 PM

**Burlington Public Works Department – Front Conference Room
645 Pine Street – Burlington, VT**

Members present: Chair, Maxwell Tracy (TEUC)
Tom Ayres (TEUC)
Chip Mason (TEUC)

Others present: Norm Baldwin, DPW
Nicole Losch, DPW
Chapin Spencer, DPW
Laura Wheelock, DPW
Steve Carlson, CCTA
Paul Bohne, CCTA
Charlene Wallace, Local Motion
Margaret Roddy, Vermont Community Alliance for Public Transportation (VCAPT)
Charles Norris-Brown, VCAPT
Pam Scanlon
Molly Cameron

Chair Tracy called the meeting to order at 4:45 pm.

1. Agenda

Chair Tracy moved to approve the agenda. All in favor

All in favor

2. Public Forum

Scanlon (owner of Radio Deli and Pearl Street Diner): Here as a business owner near the project. My two businesses are on Pearl Street. From what was in the documents, there are six parking spaces that are part of the easement. This would leave six parking spaces left along Pearl Street (4 metered, 1 loading and 1 time restricted). None of the remaining spaces are handicap spaces. I don't oppose the easement, but I want to make sure the remaining spaces get the best use. My businesses are handicap-accessible, and it is very important for me to continue to provide this access.

Baldwin: Public Works deals with the management of parking spaces. We have a process, through the Public Works Commission, to deal with these types of situations. There are no guarantees for the Commission to rule in favor of one way or the other, but this is something that we will be able to address through the Commission. I will leave you my contact information, as well as the name of Damien Roy, one of our new staff members, who will be the point of contact. There is also a scoping study initiating soon. The first public meeting for this study will be sometime in November.

Carlson: Our goal is also to make the spaces available when CCTA doesn't need them.

Norris-Brown: I am here as part of VCAPT. We are here to promote better public transportation. We want to represent the public, advocating for better public transportations service. We fully support this project.

3. Minutes of 9/10/14

Councilor Ayres moved to approve the minutes from the 9/10/14 TEUC Meeting.

All in favor

4. Adoption of NACTO Street Design Guide – Nicole Losch, DPW

Ayres: I move to adopt the NACTO Street Design Guide.

All in favor.

Baldwin: This is something that I fully support.

5. Bicycle Master Plan Process

Tracy: This is something that I requested to be added to the agenda now that the North Avenue Corridor Study is complete. We now should address connectivity with all the other corridors.

Losch: We applied for, and were awarded a grant for bike/ped planning. The funding through this grant is for scoping. The intent of this project was to find streets that could have bike/ped

improvements to make them better for the community. We decided to put the scoping on hold until we got additional funding for planning. We recently received some additional funding, so this project is now fully funded. Next month we will start looking for consultants.

Baldwin: We will need \$15,000 of carry-over funds from Street Capital, so we may need your support to get these funds to be fully funded.

Tracy: When do you expect to come to Board of Finance with this item?

Losch: Most likely in December.

6. Project Selection for the 2014 Transportation Alternatives Program – Nicole Losch, DPW

Losch: The applications for the selection of projects through the Transportation Alternatives Program are due next week. This program provides grants for scoping (50% match required) or design-construction (20% match required) for transportation related projects. The grants will be awarded this year, but due to the processes and reporting requirements, construction can be expected in 2-3 years. We went through our list of candidates and concluded that our best candidate is the construction of 5 new pedestrian crossings along the North Avenue Corridor. There are multiple very specific criteria involved in the ranking of projects.

Wallace: What is the grant amount?

Losch: We don't know at this time.

7. Construction Recycling Material

Tracy: This item was deferred to the TEUC by Councilor Blais. We need to develop a resolution that requires that construction material needs to be recycled. How does that fit into the local regulations?

Losch: Chapter 14 in the Ordinance deals with recycling. There would probably need to be an ordinance change. We can look for reference to other communities and see what they are doing.

Mason: There are currently state regulations in place that could serve as guidance.

Tracy: How would we monitor compliance?

Baldwin: One option could be through demo permitting.

Mason: I will be happy to look at the statute between now and next meeting.

Baldwin: CEDO has been working on a star rating for sustainability. Jen Green is leading this effort. She might be a good resource on the topic.

Mason: I will follow up with Councilor Blais for clarity on the resolution.

8. Update on Street Paving and Sidewalk Repairs – Laura Wheelock, DPW

Wheelock: Street paving is essentially finished for the season. There is still some striping left to be completed. Foster Street was moved for next season due to utility work that needed to be completed before paving. We can either do it in the spring, or add it to next year's paving list. For sidewalks, we have an RFP that is due this Friday for short repairs.

Baldwin: Additionally, we had Micropaver training. This is the software that we use to assess the condition of the roads and plan repairs. We currently have interns doing data collection. This year, we worked on roads managed by the Department of Parks and Recreation (DPR). In the future, we can partner with parks to maintain the parks roadway system; however, DPR needs to find additional funding to cover this. In the sidewalk program, we are working on a sidewalk inventory. We are hiring a consultant, who will be doing an assessment of the entire sidewalk network, and will be developing a Transition Plan, to identify all the barriers the city has to become ADA compliant. The sidewalk RFP for short repairs is for approximately \$50,000 worth of sidewalk repairs.

Tracy: How much does sidewalk construction cost?

Wheelock: Currently it costs about \$73 per linear foot of sidewalk.

Baldwin: Our objective with this \$50K contract is to target the most problematic areas.

Wheelock: There are other sidewalk segments that need to be engineered. These segments will not be included in this project.

9. Authorization to grant easement to CCTA for Downtown Transit Center – Steve Carlson, CCTA

Steve Carlson from CCTA made a presentation to the TEUC. See supporting documents for PDF file of the presentation. Discussion and Q & A followed after the presentation:

Carlson: On weekdays, all bus bays will be needed at least until 7 pm. On the weekend, we can free up more spaces. On Sundays, most spaces will not be needed by CCTA. CCTA's plan is to make these parking spaces available when they are not needed. The proposed bus bays on

Pearl & Cherry Street are intended to be used for mid-day and for drivers to leave the buses while on break.

Mason: Could you talk about the Memorandum of Understanding (MOU)?

Carlson: It is intended to be a 3 part agreement (City, State and CCTA).

Mason: Has all this information been vetted by the drivers?

Carlson: We have broad support from the drivers. There are items in the design that were included in response to drivers' requests.

If we don't hear back from the State about the MOU, it will have to be a 2 part agreement between CCTA and the City.

Mason: I move to refer to the City Council to accept the agreement in the terms explained and recommend approval by the City Council. (all in favor)

10. Councilors Updates

Ayres: As we have concluded work on the North Avenue Corridor Study, people have been asking about the next steps and what the timeline is to have the Task Force appointed.

Losch: We don't have a timeline for this right now. This is not likely to happen this calendar year, but it seems reasonable to have this task force by the end of the winter.

Ayres: The way the resolution reads, a representative from each ward would go to the task force. Since we will be having redistricting, it would be good if we complete this before March.

Meeting adjourned at 6:05 PM

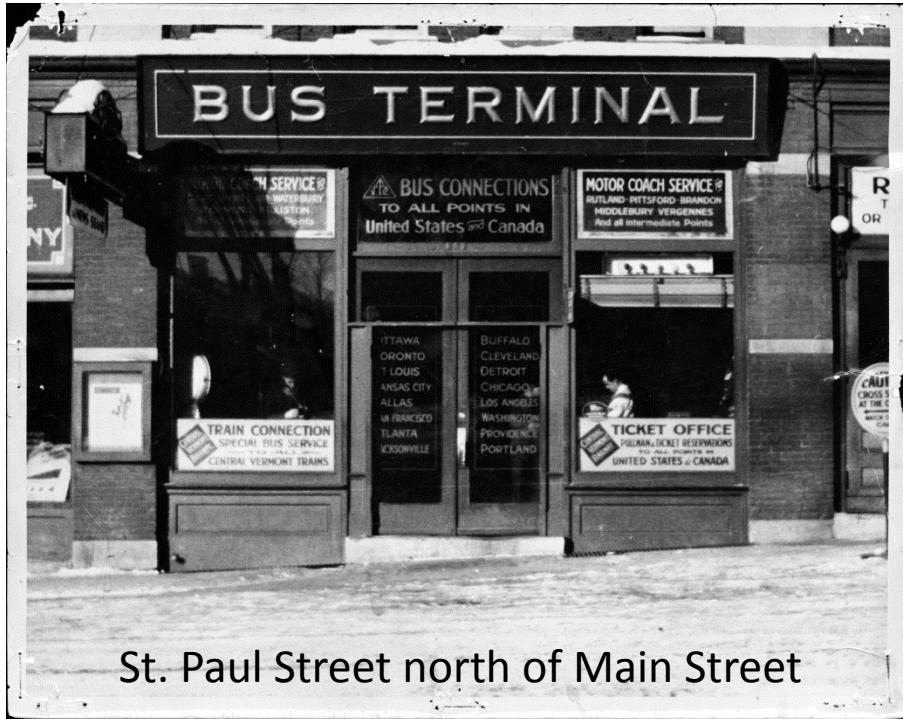
The next TEUC meeting will be on Wednesday, November 12 at 4:45 PM.

Downtown Burlington Station

*Transportation, Energy & Utilities Committee
Of the Burlington City Council*

October 8, 2014

St. Paul Street Bus Station – early years



St. Paul Street Bus Station – later years

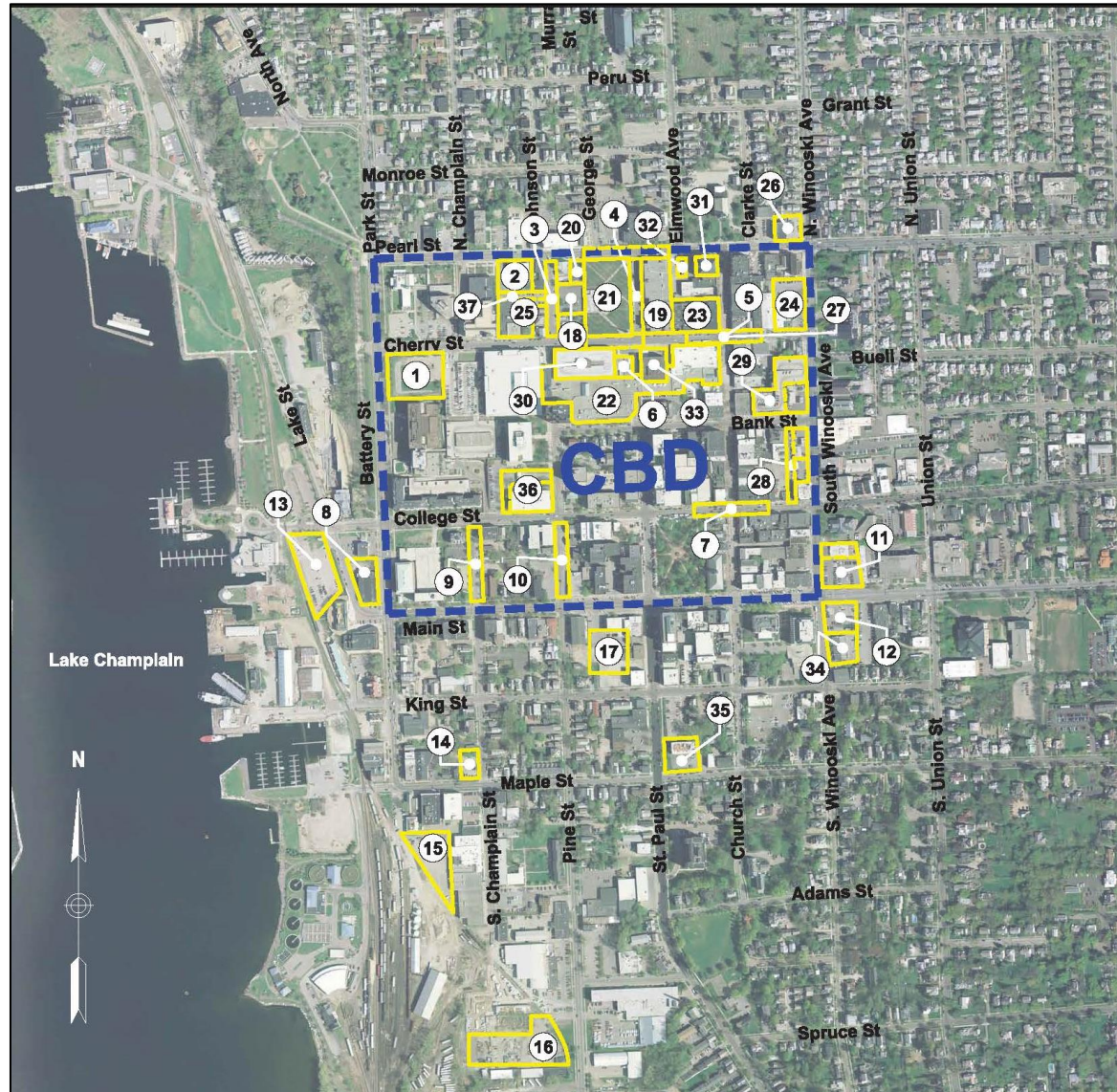


Cherry Street Bus Station



Built in 1981 (33 years ago) as part of Church Street Marketplace development
Inadequate from the beginning

Downtown Burlington Station



Potential Alternative Site Locations:

- 1 SE Corner of Cherry and Battery Streets
- 2 63 Pearl Street (DET Building)
- 3 Pine Street between Cherry and Pearl Streets
- 4 St. Paul Street between Cherry and Pearl Streets
- 5 Cherry Street at Church Street (Existing Facility)
- 6 5 Burlington Square
- 7 College Street at Church Street
- 8 131 Battery Street
- 9 South Champlain between Main and College Streets
- 10 Pine Street between Main and College Streets
- 11 NE Corner of Main and Winooski Streets
- 12 SE Corner of Main and Winooski Streets
- 13 Union Station Parking Area to North
- 14 NW Corner of Maple and South Champlain Streets
- 15 Lower Battery Street adjacent to Railyard
- 16 339 Pine Street (Former DPW Yard)
- 17 151 St. Paul Street (Behind TD Bank North)
- 18 20 Pine Street (Cathedral of the Immaculate Conception Parking Lot)
- 19 108 Cherry Street (Zampieri Building)
- 20 85 Pearl Street (Dough Boy's Restaurant Building)
- 21 20 Pine Street (Cathedral of the Immaculate Conception)
- 22 49 Church Street (Burlington Town Center Mall)
- 23 29 Church Street
- 24 158 Cherry Street (Rite-Aid)
- 25 50 Cherry Street (Department of Corrections)
- 26 NW Corner of Pearl and Winooski Avenue
- 27 Church Street Tunnel
- 28 Center Street between College and Bank Streets (Mobil Gas Station with adjacent parcel)
- 29 NW Corner of Bank Street and South Winooski Avenue (City Parking Garage with adjacent parcel)
- 30 75 Cherry Street (Town Center Parking Garage)
- 31 1 Church Street (Formerly Ann Taylor)
- 32 135 Pearl Street (Papa Johns)
- 33 101 Cherry Street
- 34 176 South Winooski Avenue (VFW)
- 35 194 St. Paul Street (Former Eagles Club)
- 36 1 Burlington Square (with People's United Bank Drive Through)
- 37 Combination of 63 Pearl Street (DET Building) and 50 Cherry Street (Department of Corrections)

Vanasse Hangen Brustlin, Inc.

Burlington, VT

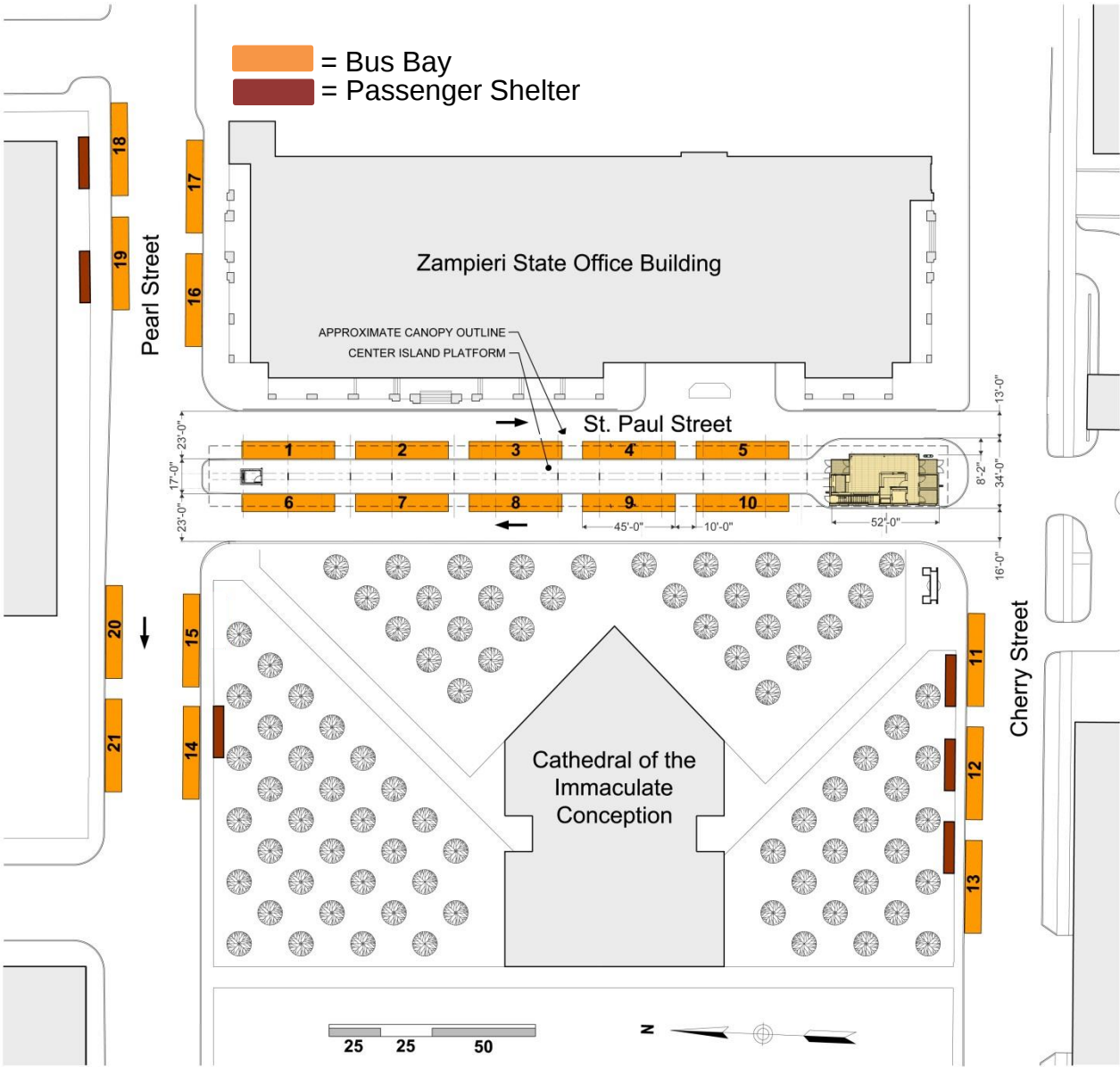
December 2011

CCTA Transit Center

Potential Site Alternatives

50 0 50 100
SCALE IN FEET

Downtown Burlington Station – Site Plan



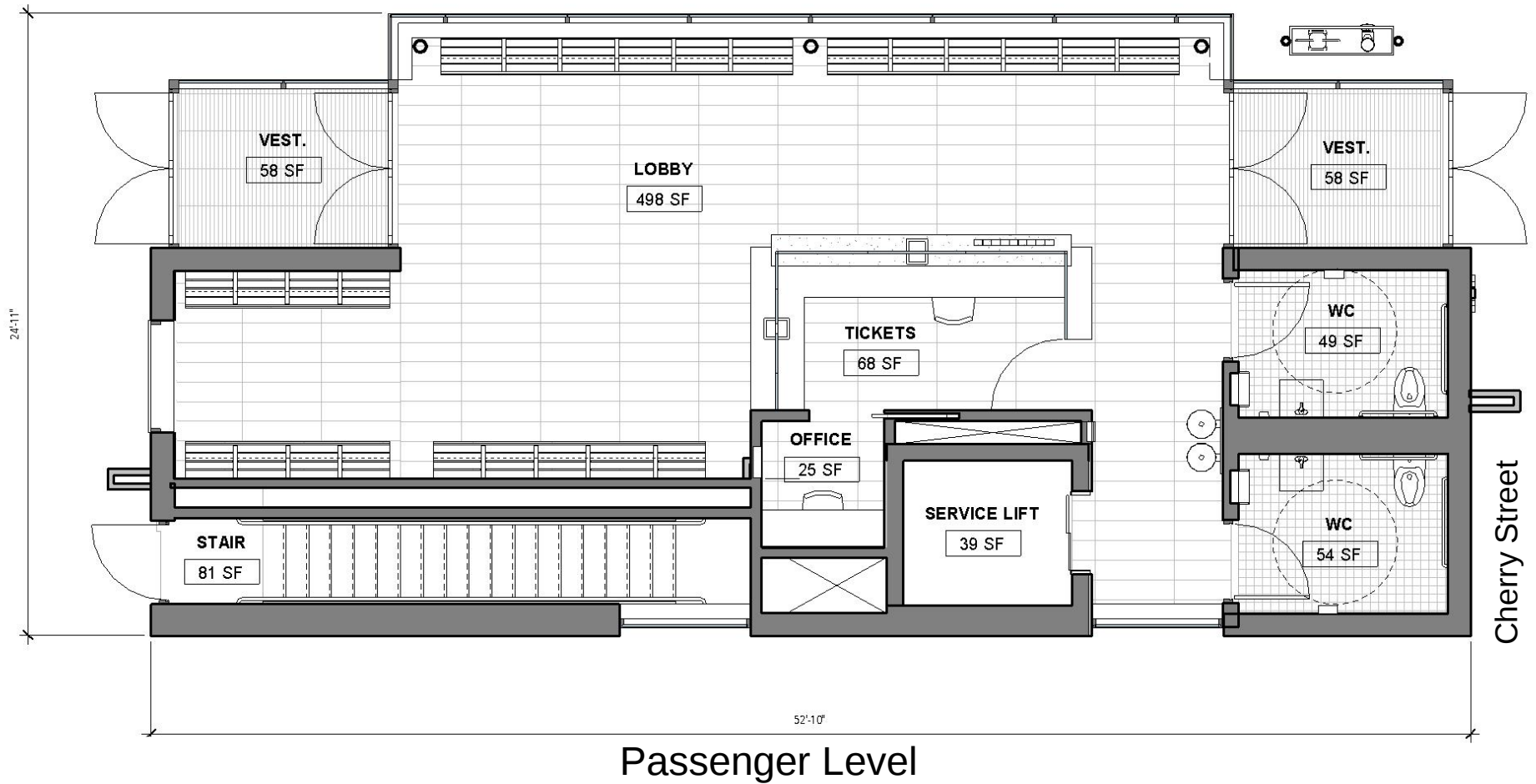
Downtown Burlington Station – Proposed Design



Downtown Burlington Station – Proposed Design



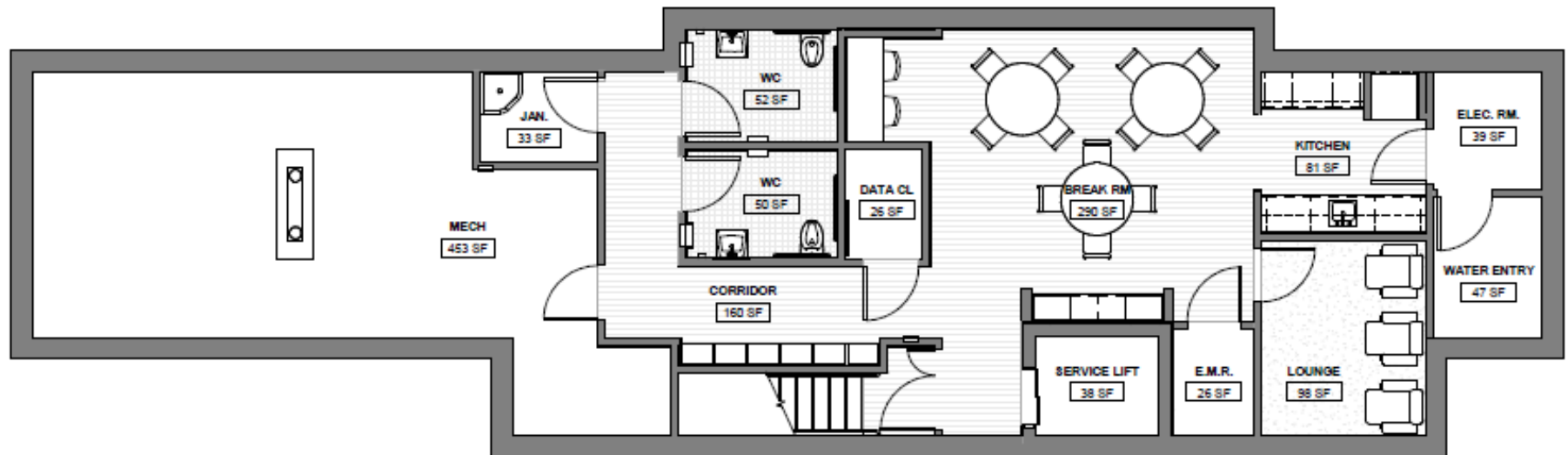
Downtown Burlington Station – Floor Plan



Downtown Burlington Station – Current Design



Downtown Burlington Station – Break Room



Employee Break Room

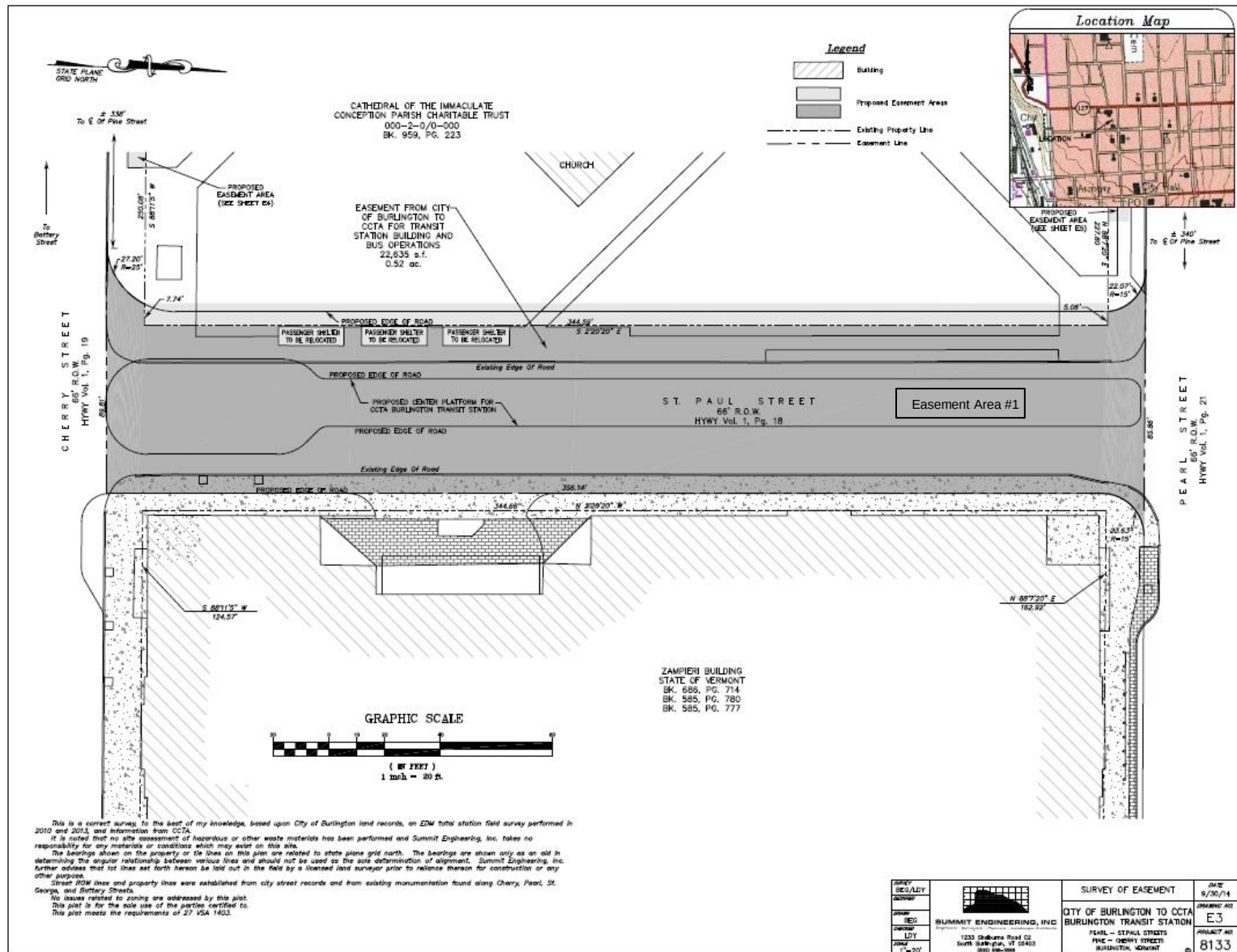
Downtown Burlington Station – Employee Break Room



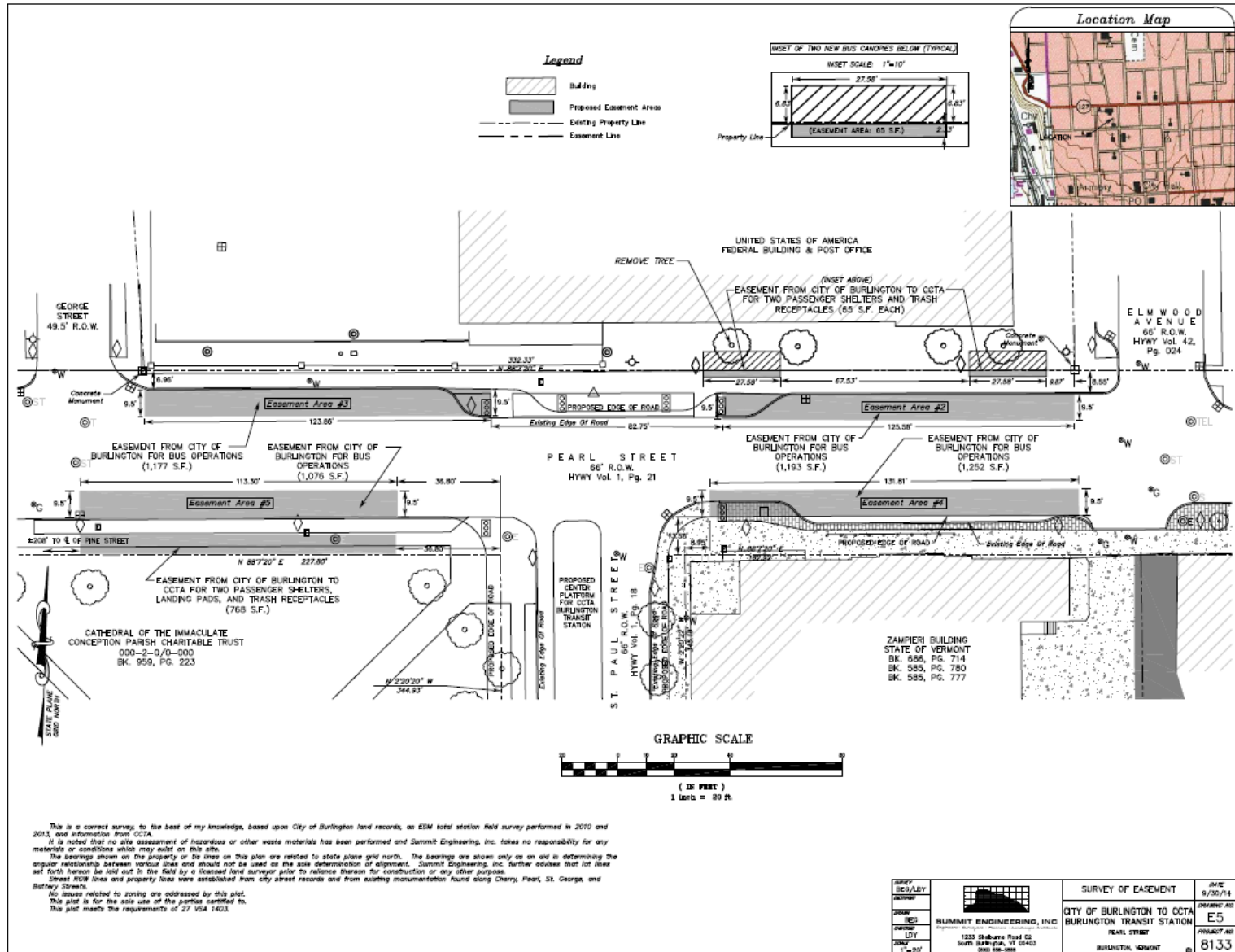
Easement Agreement – Key Elements

- Term
 - Initial term = 40 years (FTA minimum)
 - Extension Term = two renewals for 20 years each
 - Transportation study to be conducted by CCTA at its expense using an approved firm two to five years before end of initial term to substantiate continuing need
- Six Easement Areas comprise the Easement Agreement as depicted on next slides
- Rights of Others
 - Access to utilities
 - Access to Zampieri Building
- Operations Agreement (separate side agreement updated at least annually)
 - Hours of operation of Transit Station
 - Use of Easement Areas 2-6 for public parking – maximize availability for general public parking during periods when not being used for bus operations
- Replacement of Handicapped parking spaces – DPW to identify replacement locations
- Conflict resolution
- Transit Station design to conform to City-approved plans

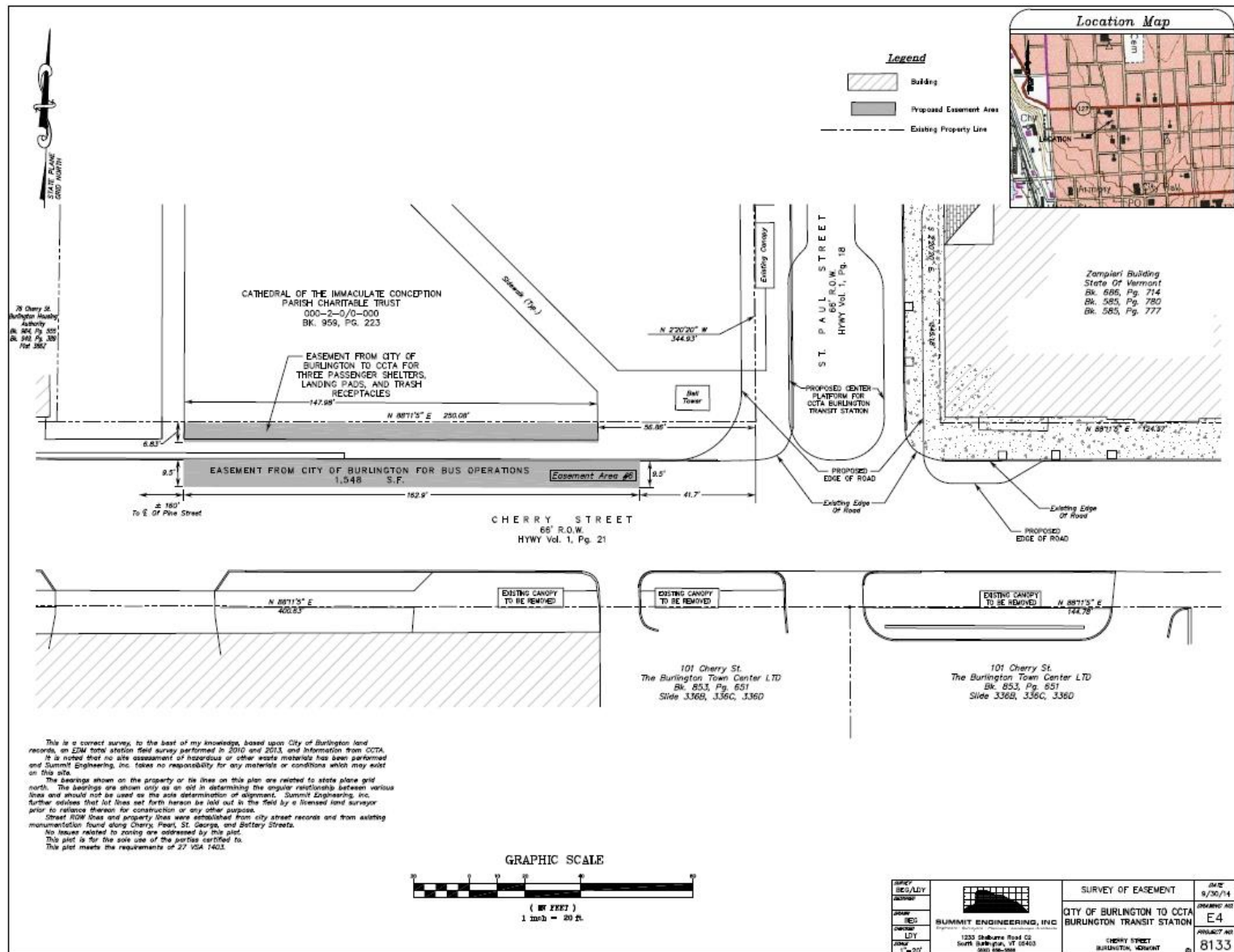
Easement Area – St. Paul Street



Easement Area – Pearl Street

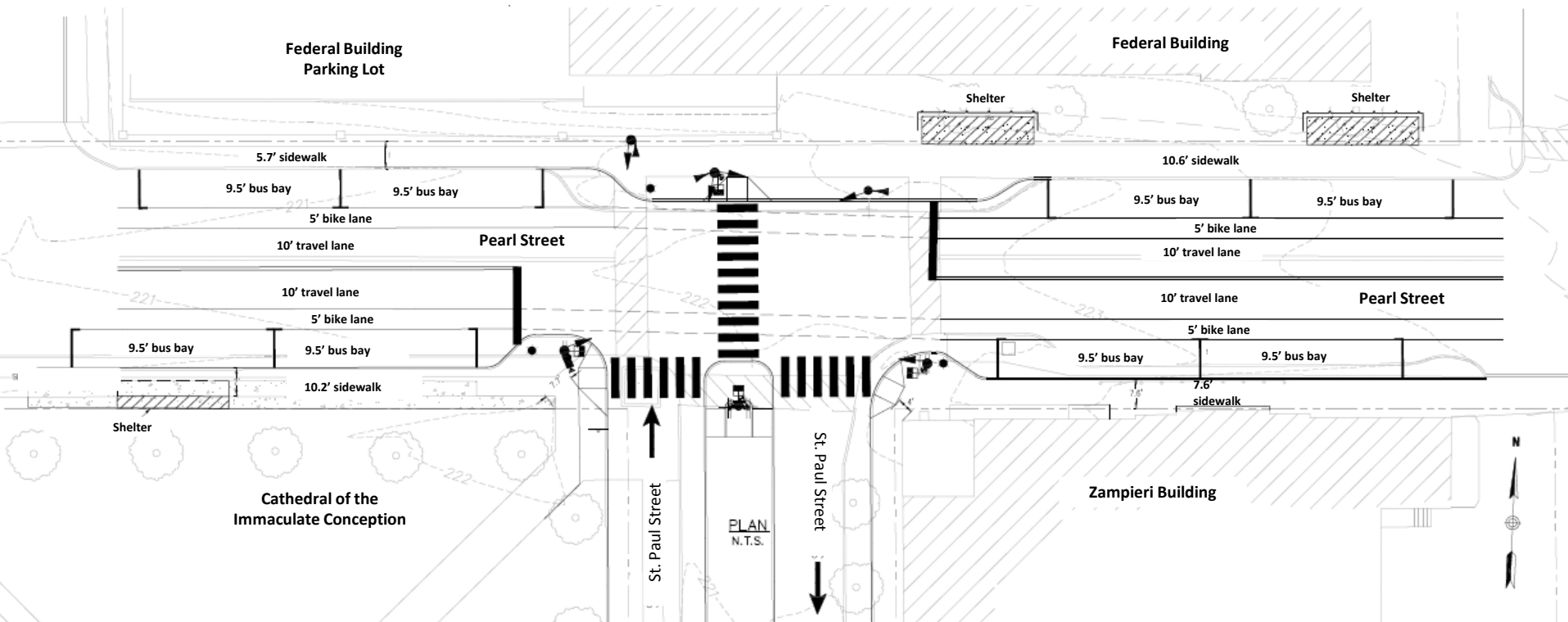


Easement Area – Cherry Street



Downtown Burlington Station – Site Plan #2

PEARL STREET Roadway Layout to Incorporate Bicycle Lanes Proposed by the City of Burlington



Stakeholder Meetings

1	6/7/2011	DTC Advisory Committee
2	6/15/2011	LCRCC - Regional Affairs Committee
3	7/6/2011	DPW (Steve Goodkind and Pat Buteau)
4	7/6/2011	Burlington Department of Planning (David White)
5	7/21/2011	Department of Buildings & General Services - Bill Laferriere
6	8/2/2011	Cathedral of the Immaculate Conception (Monsignor Routhier and Peter Wells)
7	8/4/2011	General Growth Properties - Dan Latcheran
8	8/17/2011	LCRCC - Meeting with property owners and developers
9	9/13/2011	CCTA Board of Commissioners
10	9/14/2011	Public Meeting at Contois Auditorium
11	9/15/2011	Burlington City Council - TEUC
12	9/21/2011	Marketplace Commission
13	10/7/2011	Emma Mulvaney-Stanak (Ward 3 Councilor)
14	10/11/2011	CCTA Board of Commissioners
15	10/11/2011	Vermont Department of Buildings & General Services - Commissioner Obuchowski
16	10/12/2011	Peter Collins (Paul Frank & Collins) re. One Church Street
17	10/13/2011	Ward 3 NPA
18	10/16/2011	CCTA Bus Drivers
19	10/18/2011	Burlington Business Association Downtown Action Group
20	10/19/2011	LCRCC - Regional Affairs Committee
21	11/3/2011	CCTA Board of Commissioners - Strategy Committee
22	11/8/2011	CCTA Board of Commissioners
23	12/1/2011	Terry Meron (owner of Papa John's)
24	12/6/2011	CCRPC Technical Advisory Committee
25	12/15/2011	Cathedral of the Immaculate Conception - Monsignor Routhier
26	12/16/2011	CCTA Board of Commissioners - Strategy Committee
27	December, 2011	Mayoral Candidate Briefings

Stakeholder Meetings *(continued)*

28	1/10/2012	Burlington Catholic Diocese - Bishop Salvatore Matano and Administrative Board
29	1/11/2012	Vermont Department of Labor - Commissioner Annie Noonan
30	1/12/2012	Meetings with CCTA Bus Drivers (3 sessions)
31	1/17/2012	DTC Advisory Committee
32	1/17/2012	Mark Sherman (owner of Outdoor Gear Exchange)
33	1/26/2012	Plan BTV Charrette
34	2/6/2012	Redstone
35	2/15/2012	Department of Buildings & General Services - Bill Laferriere
36	2/17/2012	CCTA Board of Commissioners - Strategy Committee
37	2/20/2012	CCTA Board of Commissioners
38	2/24/2012	Mark Sherman (owner of Outdoor Gear Exchange)
39	2/28/2012	Mathew Chabot, General Manager, Town Center Mall
40	2/28/2012	Chris Cole (Vermont Agency of Transportation)
41	3/7/2012	Hinsdale Properties
42	3/7/2012	CCTA Board of Commissioners
43	3/8/2012	Burlington Department of Public Works Staff
44	3/12/2012	Deputy Commissioner Sandretto (BGS) / Vtrans staff
45	3/15/2012	City of Burlington - Department of Planning and Zoning
46	3/21/2012	Meetings with CCTA Bus Drivers (3 sessions)
47	3/26/2012	Battalion Chief Terry Francis
48	3/29/2012	TEUC
49	4/10/2012	Rachel Siegel (City Councilor for Ward 3)
50	4/12/2012	Ward 3 NPA
51	4/17/2012	CCTA Board of Commissioners
52	4/18/2012	Public Works Commission
53	5/8/2012	Advisory Committee Meeting #3
54	5/8/2012	Burlington Planning Commission

Stakeholder Meetings *(continued)*

55	5/9/2012	Lt. Bruce Bovat, Burlington Police
56	5/10/2012	City of Burlington - Mayor Weinburger
57	5/11/2012	CCTA Board of Commissioners - Strategy Committee
58	5/14/2012	Cathedral of the Immaculate Conception - Monsignor Routhier & Peter Wells
59	5/15/2012	CCTA Board of Commissioners
60	5/18/2012	Rider Day Event
61	5/25/2012	Rider Day Event #2
62	5/31/2012	Meeting with managers at Zampieri Building (BGS, Dept of Health)
63	5/31/2012	CCTA Board of Commissioners / Public Meeting #2 (Contois Auditorium)
64	6/25/2012	Vermont Energy Investment Corporation (Efficiency VT)
65	7/18/2012	US Marshalls Service/Courts/GSA
66	7/24/2012	City of Burlington - Police Department
67	8/10/2012	Cathedral of the Immaculate Conception - Monsignor Routhier
68	8/15/2012	Meeting with Peter Walker, landscape architect
69	8/27/2012	City of Burlington - David White, Mary O'Neill, Peter Owens
70	1/16/2013	LCRCC - Regional Affairs Committee
71	2/7/2013	Burlington Department of Public Works
72	2/8/2013	Cathedral of the Immaculate Conception - Monsignor Routhier
73	2/11/2013	Jeff Nick
74	3/8/2013	Burlington Department of Public Works Staff
75	3/18/2013	Burlington Electric Department
76	3/29/2013	Zampieri Building staff (BGS and Dept of Health)
77	3/29/2013	City of Burlington - Burlington Electric Department
78	4/2/2013	Burlington Department of Public Works Staff

Stakeholder Meetings *(continued)*

79	4/12/2013	CCTA Bus Drivers
80	4/16/2013	Zampieri Building staff (BGS and Dept of Health)
81	4/17/2013	CCTA Bus Drivers
82	4/24/2013	The Department of Housing and Community Development (DHCD)
83	5/24/2013	Cathedral of the Immaculate Conception - Monsignor Routhier
84	6/6/2013	City of Burlington - Fire Marshall
85	6/16/2013	Zampieri Building staff (BGS and Dept of Health)
86	7/18/2013	City of Burlington - Department of Public Works Staff
87	9/6/2013	CCTA Board of Commissioners - Strategy Committee
88	9/11/2013	City of Burlington - Department of Public Works Staff
89	10/4/2013	CCTA Board of Commissioners - Strategy Committee
90	10/4/2013	City of Burlington - Burlington Electric Department
91	10/9/2013	City of Burlington - Mayor Weinburger
92	10/10/2013	Ward 3 NPA
93	10/22/2013	Cathedral of the Immaculate Conception - Monsignor Routhier
94	10/29/2013	City of Burlington - Department of Planning & Zoning
95	11/11/2013	Burlington City Council - President Joan Shannon
96	12/5/2013	Cathedral of the Immaculate Conception - Monsignor Routhier
97	12/9/2013	Burlington City Council
98	12/17/2013	Zampieri Building staff (BGS and Dept of Health)
99	12/19/2013	Cathedral of the Immaculate Conception - Monsignor Routhier
100	1/14/2014	Cathedral of the Immaculate Conception - Monsignor Routhier
101	1/15/2014	City of Burlington - Mayor Weinberger
102	1/16/2014	City of Burlington (City Engineer, City Attorney)

Stakeholder Meetings *(continued)*

103	1/21/2014	CCTA Board of Commissioners
104	1/21/2014	City of Burlington - Burlington Electric Department
105	1/21/2014	City of Burlington - City Engineer
106	2/7/2014	Cathedral of the Immaculate Conception - Monsignor Routhier
107	2/12/2014	City of Burlington - City Engineer
108	2/18/2014	CCTA Board of Commissioners
109	2/19/2014	Vermont Department of Buildings & General Services (BGS)
110	2/20/2014	City of Burlington - Department of Public Works
111	3/14/2014	City of Burlington (City Engineer, City Attorney)
112	3/19/2014	CCTA Board of Commissioners
113	3/19/2014	Vermont Department of Buildings & General Services (BGS)
114	4/6/2014	Vermont Department of Buildings & General Services (BGS)
115	4/9/2014	City of Burlington - Mayor Weinberger
116	4/11/2014	City of Burlington - Burlington Electric Department
117	4/15/2014	CCTA Board of Commissioners
118	4/18/2014	City of Burlington (City Engineer, City Attorney)
119	5/2/2014	CCTA Board of Commissioners - Strategy Committee
120	5/14/2014	Cathedral of the Immaculate Conception - Monsignor Routhier
121	5/20/2014	CCTA Board of Commissioners
122	6/3/2014	CCTA Board of Commissioners - Strategy Committee
123	6/11/2014	City of Burlington and Vermont Department of Buildings & General Services
124	6/11/2014	City of Burlington - City Engineer

Stakeholder Meetings *(continued)*

125	7/9/2014	City of Burlington - Mayor Weinberger
126	7/15/2014	CCTA Board of Commissioners
127	8/1/2014	CCTA Board of Commissioners - Strategy Committee
128	9/3/2014	City of Burlington - Mayor Weinberger
129	9/4/2014	CCTA Board of Commissioners - Strategy Committee
130	9/9/2014	City of Burlington - Department of Public Works (Commissioner and City Engineer)
131	9/16/2014	CCTA Board of Commissioners
132	9/29/2014	City of Burlington - Board of Finance

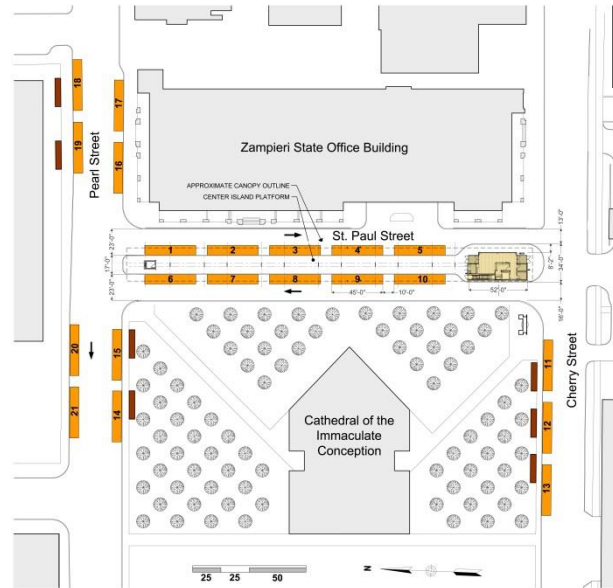
Construction Costs

- ❖ Current cost estimate slightly exceeds available funding according to Arcadis, our cost estimating firm
- ❖ If bids come in as expected, sufficient funding has been identified to cover costs
- ❖ If bids come in high, strategy will include
 - Negotiating with contractor to reduce costs
 - Searching for additional funding
 - Evaluating ways to reduce the scope and scale of the project
 - Utilize deduct-alternates
 - Eliminate features
 - Substitute lower cost materials where possible

Current Overall Project Timeline

- Site Selection, Alternatives Analysis, and Concept Design - June 19, 2012 ✓
- National Environmental Policy Act (NEPA) Review - July 31, 2013 ✓
- Utility Relocation Plan - Winter, 2013 ✓
- Land/ROW Agreements Completed - October, 2014
 - General Services Administration (federal) ✓
 - Cathedral of the Immaculate Conception ✓
 - City of Burlington
- Final Design - December, 2014
 - Final design completed and all contract/construction documents prepared
- Construction
 - Construction procurement commences – December, 2014
 - Construction begins – May, 2015
 - Substantial completion – July, 2016

Downtown Burlington Station



- Uses public space for a public purpose
- Does not remove property from current tax base
- Conveniently located to where customers want to be
- Reduces buses crossing the Church Street Marketplace
- Provides Burlington with a “first-class” Transit Station
- The on-street bus bays are contiguous and convenient
- Concept supported by local businesses, residents and City officials
- Updated version of scheme proposed by the City of Burlington in 2008



CITY OF BURLINGTON, VERMONT
CITY COUNCIL TRANSPORTATION, ENERGY & UTILITIES COMMITTEE

c/o Department of Public Works
645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849

802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Councilor Maxwell Tracy, Chair, WARD 2
Councilor, Tom Ayres, WARD 7
Councilor William “Chip” Mason, WARD 5

Inquiries:
Guillermo Gomez
802.540.0557 DIRECT
ggomez@burlingtonvt.gov

Transportation, Energy and Utilities Committee

DRAFT MEETING MINUTES:

Wednesday, September 10th - 2014 at 6:00 PM

**Burlington Police Department – Community Room
1 North Avenue – Burlington, VT**

Members present: Chair, Maxwell Tracy (TEUC)
Tom Ayres (TEUC)
Chip Mason (TEUC)

Others present: See attached sign-in sheet

Chair Tracy called the meeting to order at 6:05 pm.

1. Agenda

Chair Tracy moved to approve the agenda with a change in the order of the items: the Public Forum will occur after the presentation of the North Avenue Corridor Study.

All in favor

2. Minutes of 8/13/14

All in favor to approve minutes from 8/13/14

3. Adoption of NACTO Street Design Guide – Nicole Losch

Losch: Given the agenda we have to North Avenue, we haven't prepared a lot of information about this guide right now. We have provided the link to the NACTO Street Design Guide for you to digest this guide and take action about this issue in the next meeting. We have been using these guides in some of our projects. FHWA recently endorsed these guides, recognizing that they give more flexibility in design.

Mason: I propose delaying action on this item to the next TEUC meeting.

All in favor.

4. North Avenue Corridor Study - Nicole Losch, DPW, DPW; Eleni Churchill, CCRPC; Jason Charest, CCRPC

Nicole Losch from DPW, Eleni Churchill and Jason Charest from CCRPC gave a presentation of the North Avenue Corridor Study and of the Implementation Plan. See meeting materials for both the presentation and the Implementation Plan.

5. Public Forum

Residents gave their opinions on the Corridor Study and the Implementation Plan. See attached list of members of the public who provided comments.

Deliberation

TEUC members deliberated before taking action regarding the Implementation Plan for the North Avenue Corridor Study:

Ayres: I have amendments, and I have some questions about some of the minutia. Just so we have them on the public record.

Tracy: What I would like to do is to move the recommendations as a whole. As we do in the regular City Council, if Councilors have amendments they can make them

Mason: I move the adoption of the implementation plan from the advisory study for consideration to the full City Council on September 22

Ayres: I second that but I would like to have the floor back have some amendments for when you deem it appropriate.

Tracy: You can have the floor now

Ayres: If I may, I will ask two relatively simple questions: In the short term crosswalk additions. What sort of signifiers will there be present to call attention to the fact that there will be a crosswalk? How will I, as a driver, know when there will be a crosswalk?

Losch: Each location is different. The basic enhancement will be the crosswalk and warning signing at the crossing to let the drivers know there is a crosswalk. Additional enhancements can be either with paint or extending the curb into the street to make pedestrians more visible and shorten the crossing distance. One more option is the Rectangular Rapid Flashing Beacons

(RRFB), like the ones on Pine Street. We will look at each location in particular. We look at traffic speeds, number of pedestrians, street lighting, the number of lanes pedestrians will need to cross. Depending on the information at each location we will develop a plan to make sure the crossing is visible and safe to cross.

Ayres: The second question that I have relates to something that has been discussed a lot. It's related to the 127 slip lane, I wish we could pilot this. What is the approx. cost of the elimination plan, and if proven not feasible, how simple would it be to backtrack?

Losch: It is difficult to give an estimate for the reconstruction. We gave a quick estimate is \$70,000 for everything from removing the concrete island to making the signal adjustments. That is a very rough estimate but we don't have a lot of data. We wanted to have a placeholder. The biggest component in terms of construction would be to remove the concrete island, which is not complicated, in the grand scheme of things. Based on recent projects, my guess would be \$10-25K, removal would be a bit less, but reinstalling it would be a similar cost.

Ayres: I don't have any further questions.

Mason: Paul Sisson had asked this question previously. Assuming we adopt the pilot, who determines if the pilot project is a success or failure and modifications? Who makes the decisions?

Losch: It is an iterative process. Typically for large projects like this, it is necessary to get feedback from as many people as possible including residents and City Council. Public Works takes all this feedback into consideration for the decision. However, there are so many components to what can be considered success or a failure. From our experience, public input is equally important when we review. What I expect is that we will present all the metrics in community meetings, to this committee, to the full Council, if they are interested, and determine the level of comfort where the project stands.

Mason: To ask it differently, in the case of the pilot project of 4 lanes to 3 lanes for example, would it be possible for the Council to reserve that authority to make the decision?

Losch: Yes

Mason: I'm not suggesting it would be that way, but if there were desire to do that, it would be a possibility.

Spencer: Yes.

Tracy: In terms of the bike lane piece. The lanes in the short term are buffered lanes. Correct?

Losch: Correct. There is one section from Institute Road to 127 that was recommended to be a pilot protected bike lane.

Tracy: I just want to make sure people understand the difference between buffered and protected. Buffered means space in between traffic and people, but no physical barrier. A point of reference is South Union. Protected lanes have a physical barrier between cars and bikes.

Tracy: In terms of parking, south of Washington Street, that remains in the current draft.

Losch: That is correct.

Mason: Before we go to amendments, to talk about Local Motion's proposal, there is an expense to remove the island. Local Motion developed a proposal leaving the island. What would be the expense of putting a bike signal and leaving the island? Is that a nominal expense?

Losch: We just saw this proposal very recently and I don't know with the signal infrastructure that is out there, how feasible this alternative is. Signal hardware is relatively expensive, so even if this is a bike signal, it wouldn't be a lot less expensive than having a regular traffic signal. The other consideration with this concept is that it is proposing an enhanced crossing across the slip lanes and providing a point of control across the actual approach, it doesn't give improvements to any other modes, whereas the other concept provides more thorough consideration to the other modes.

Tracy: Do any of the councilors have amendments that they want to bring forward at this time?

Ayres: I have three amendments. My proposal is to move the 4 to 3 plan, currently in the mid-term and move it to the short term.

Losch: The implementation plan under consideration now is the advisory committee's recommendation, which has the pilot in the short term.

Ayres: In this case, I will withdraw my amendment.

Losch: The differences between the two recommendations are in slide 37.

Ayres: I need some clarification. Does moving to on-street parking north of Institute Road require an amendment?

Losch: Yes

Ayres: The amendment I propose is that counter to the advisory committee's recommendation, the plan we move forward to the City Council calls for a continuation for on-street parking north of Institute Road.

Mason: I will second. Is that on both sides or on one side of North Avenue?

Ayres: Both sides

Losch: If we retain parking on both sides, we won't be able to accommodate any bike lanes in any sections north of Institute Road. If we retain parking on one side, we can accommodate bike lanes in each direction

Ayres: the short term recommendations were to eliminate all parking on both sides north of Washington Street. Correct?

Losch: The advisory committee's recommendation

Ayres: What I am suggesting is that we continue to allow parking. Essentially retain the existing conditions as opposed to eliminate parking on both sides of the Avenue.

Mason: There is some confusion. With what Councilor Ayres has proposed, would that allow for bike lane on one side of North Avenue?

Losch: No. Parking is currently allowed on both sides of North Avenue, north of Institute Road.

Ayres: What is the study group's recommendation?

Losch: Retain parking on one side of North Avenue, north of Institute Road.

Ayres: That is my amendment.

Mason: May I ask the position of the Director of Public Works?

Spencer: DPW was part of the study team. Our recommendation was to go with parking on one side of the road north of Institute Road.

Mason: To be clear, this would allow continuous bike lanes?

Spencer: Yes. With parking on one side of the road, we would be able to accommodate bike lanes on both sides.

Churchill: the Advisory committee meeting's alternative is eliminating parking on both sides. If you want to retain parking on one side of Institute Road, yes we can have bike lanes on both sides of North Avenue, but not protected or buffered.

Mason: Can you restate the amendment?

Losch: Continue on-street parking on one side of North Avenue North of Institute Road.

Mason: Is this all the way to Plattsburgh Avenue or to 127?

Ayres: Only until 127

Mason: My concern is the high school. To have no bike lane seems to me a little bit silly. To be clear what Nicole said is one lane of parking from Institute Road to VT-127.

Losch: That is an option

Mason: What I am hearing is until 127.

Ayres: When you say we are proposing, do you mean the study group or the advisory committee.

Ayres: I would eliminate advisory recommendation that all parking north of Washington be eliminated. Instead, amend report parking on one side between Institute and 127 and between Shore road and Plattsburgh Ave.

Public: Are you taking comments on that?

Tracy: We can't. That is not the protocol for Robert's Rules.

Mason: There will be an opportunity before the Council, but there is a motion on the floor.

Tracy: Do you second that?

Mason: I don't second that.

Tracy: Motion fails.

Mason: I would propose an amendment to allow parking on one side of North Avenue only between Institute Road and 127.

Ayres: I will second that.

Tracy: Do you want to speak on that?

Ayres: Given that I drive through this stretch almost every day I would say this is almost a non-issue. When I drive by, I hardly see any vehicles there.

Tracy: One thing that I am hearing is that it is important to restrict parking, not only for the short term but also for the future to do a protected bike lane. If this parking is hardly used, I think it's a waste to change the game at this stage. Having study group recommendations and advisory committee recommendations has created a lot of confusion.

Mason: I don't drive this segment daily, so I withdraw my amendment.

Ayres: Does this bring us back to the advisory committee's recommendation of eliminating parking on both sides of North Avenue north of Washington Street?

Mason: The only place of North Ave north of Washington, there is currently a prohibition to Institute Road, it is allowed between Institute and 127, not allowed between 127 and Shore Road and then allowed between Shore Road and Plattsburgh Ave on both sides of the street?

Losch: Yes

Mason: Thanks for the clarification

Ayres: Henceforth, based on the advisory committee's recommendations there will be no parking north of Shore Road to Plattsburgh on either side of the street?

Losch: And also between Institute Road and 127

Mason: Anecdotally, Saint Mark's sees a lot of parking during mass on Saturday afternoon

Ayres: This is beyond anecdotally, and continues to be the case.

Spencer: Just want to underscore that parking changes need to go through the DPW Commission.

Mason: Does this mean that if Council were to approve the plan, parking changes would still need to go through the Commission?

Spencer: Correct

Losch: Many of the recommendations in here are really to authorize the City to pursue implementation.

Mason: What would the commission do to come up with a determination? How do they evaluate parking removal?

Losch: There is a public forum process, they advise that we contact affected adjacent property owners and they will take this into consideration to make the decision.

Mason: But no further studies?

Losch: They may ask for parking counts or additional information, but until we take it to the commission, we won't know.

Tracy: We are back on the floor with open discussion on the original motion

Ayres: I have one more amendment. It has to do with a consistent 25 MPH speed limit. I would like to amend the plan to maintain the 30 mph speed limit, in those stretches of the corridor where it exists. I would like to speak to that if I get a second.

Mason: I second.

Ayres: From the beginning of this process I was involved in this project, initially as a concerned citizen observing the workshops. In April of this year I was appointed to take the place of former Councilor Paul Decelles in the advisory committee. Over the course of the deliberations of the committee, I have said consistently that the 4 to 3 reconfiguration is the linchpin of this entire effort. Because of that, the calming effect of the new configuration, the speed is going to be tamped down.

This 5 mph speed reduction has been a point of significant contention for neighbors in the New North End. I have received a number of calls on both sides of this issue. I think that if we can move the 4 to 3 lane study, I think a natural result of this will be traffic calming.

Tracy: I do not support this recommendation. I was in the Public Works Commission when we went to the 25 mph limit in residential areas. We were presented with a lot of good data from traffic studies from around the country that proved that even that small 5 mph reduction can create substantial advantages in terms of safety. The fatality rate, the injury rate all go down. I think if we can increase safety, we should. I think we should be bringing the limit down to 25 mph, so I will be voting against the amendment.

Losch: I just want to add that the design speed is a big consideration. There is always a concern that if you set a speed limit that is too low for the street design, you could be creating a hazardous situation based on the fact that cars will continue to drive at a higher rate of speed.

Ayres: I want to add another comment. This whole question of speed is as much a question of enforcement as it is of regulation. I want to echo the comments of Megan Burns who stated earlier, we need to ask our officials at BPD to help us enforcing the limit. I hear a lot about speed issues, and I am talking about excessive speed. Not by a few miles. If we don't do enforce the speed limit, there won't be much difference.

Tracy: The motion passes with Councilors Ayres and Mason voting in favor, Councilor Tracy voting against. Any additional comments?

Spencer: I wanted to let the councilors know that councilor Wright, who couldn't stay, suggested that under the pilot project there was discussion about metrics for the success of the pilot. He was suggesting that your committee might benefit from fleshing out what those metrics would be so the community would know from the start what the measurements would

make the pilot successful or unsuccessful. He wanted me to pass this information during your deliberation to you to see whether you would want to delve into that as part of your motion or not.

Mason: I am not an expert and I believe none of us are, so it can't fathom to what those metrics are. To me it all comes back to determine whether this is an administrative decision or a Council decision. My inclination is that the decision to make the pilot a permanent change should be a decision of the Council and not a decision of the Director of Public Works, whoever he or she may be at the time. I don't know what my colleagues think.

Ayres: Would it be to the satisfaction of the TEUC to insert language that states that there will be metrics (some of the metrics included in the relevant slide of the presentation)? We could include language in the study that suggests what the metrics might be.

Mason: Assuming we list the measures, there is the question about how much weight to give to each of the metrics.

Tracy: The information collected will be presented to the TEUC and the Council after the pilot?

Losch: Our intent is also to present the information on the pilot project at the beginning, to see what information people think they need to see so this data can be collected before and after the pilot.

Tracy: That is satisfactory to me. I want to thank everyone involved in this process. We got comments from people across the City, and that speaks to the importance of this corridor to the City.

The implementation plan, as amended, passed unanimously.