



Memo

Date: March 28th, 2023

To: Transportation, Energy & Utilities and Committee (TEUC)

From: Madeline Suender, Associate Public Works Engineer
Laura Wheelock P.E., Senior Public Works Engineer

CC: Chapin Spencer, Director Public Works

Subject: Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection VPSP2 – Burlington STP 5000 (29)

Request:

The Department of Public Works ("DPW") seeks TEUC sponsorship to bring to City Council the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection Regional Project Refinement approval. This approval is not a change, rather a reaffirmation of DPW's project preferred alternative from the Scoping study completed by CCRPC and Stantec.

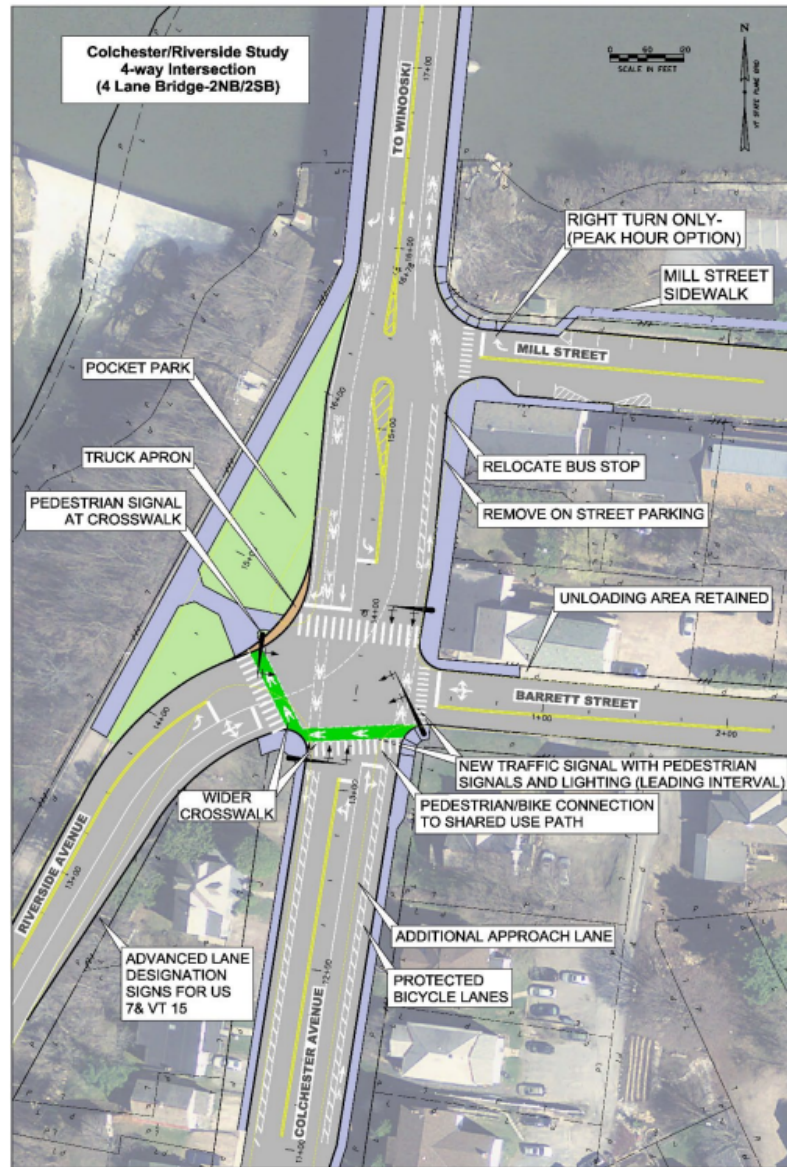
Grant Background:

Vermont Project Selection and Prioritization (VPSP2) is a mechanism to identify, prioritize, and select state transportation capital improvement projects on the federal aid system. This new process has been a collaborative effort between national, state, regional, and local agencies and interests. VPSP2 is a system that aims to develop a performance-based, data driven project selection & prioritization framework that maximizes the "transportation value" delivered to Vermont taxpayers. This helps to maximize the way transportation funding is used in Vermont.

The City's Transportation Planning group applied for this project through VPSP2 as a funding source. The project was selected by VTrans and allocated in their FY23 budget to undergo scope review administered through Chittenden County Regional Planning Commission (CCRPC). CCRPC contracted Stantec to do this work. As part of the Scope Refinement Process, the attached report (Attachment 1) outlines the draft scope of work and history of scoping work done thus far at this location. From that, the City is expected to review and if in agreement, execute a letter confirming our position on the project.

The [final Scoping Study completed by CCRPC and Stantec](#) analyzed three alternatives, a no build option and short term improvements. The preferred alternative was Alternative 1, shown in Figure 1. Alternative 3 – Roundabout, was eliminated from consideration due to its cost and level of risk. With Alternative 1 – 4-way Intersection and Alternative 2 – 4-way Intersection with Separate Right Turn Lane being so similar, there was much discussion between the two and finer points of difference. With support from the vast majority, the Project Advisory Committee ultimately recommended Alternative 1 citing the potential to develop a pocket park to the west of the intersection and all crosswalks being controlled by signal

Figure 1: Recommended Alternative – Alternative 1.



This work will be fully funded under VTrans Safety Program. Non-participating costs, such as contaminated soils, are not part of this funding.

DPW is in support of the preferred alternative outlined in the attached report and already received approval from the City Council on March 25th 2019. Though, we already selected a preferred alternative, there are many other communities throughout the state that received VPSP2 funding that don't yet have this approval. This second approval will conform to the State's process to bring these projects into the VPSP2 budget in a uniform way across all municipalities.

Attachment:

1. Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection VPSP2 REGIONAL PROJECT REFINEMENT (RPR) Report.

Burlington STP 5000(29)
Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street intersection
VPSP2 REGIONAL PROJECT REFINEMENT (RPR)

RPR PROCESS BACKGROUND

The Regional Project Refinement (RPR) project associated with the Burlington STP 5000(29) is a summary of the previously completed 2019 Colchester Avenue/Riverside Avenue Scoping Report, hereafter referred to as the [2019 Study](#). The objective of the RPR is to facilitate the progression of the preferred alternative into the project design and permitting phase by reaffirming initial local consensus. This is accomplished through the validation of public support by collective stakeholder review of the summary RPR report. With an update on current challenges and opportunities, it is anticipated the preferred alternative will remain the most feasible and desirable. The expectation is that local officials will then provide formal and documented acknowledgment of the Municipality's concurrence that the project is still viable. See attached Letter of Support.

It is noted the full contents of the accepted 2019 Study were used part and parcel in the development of this RPR summary.

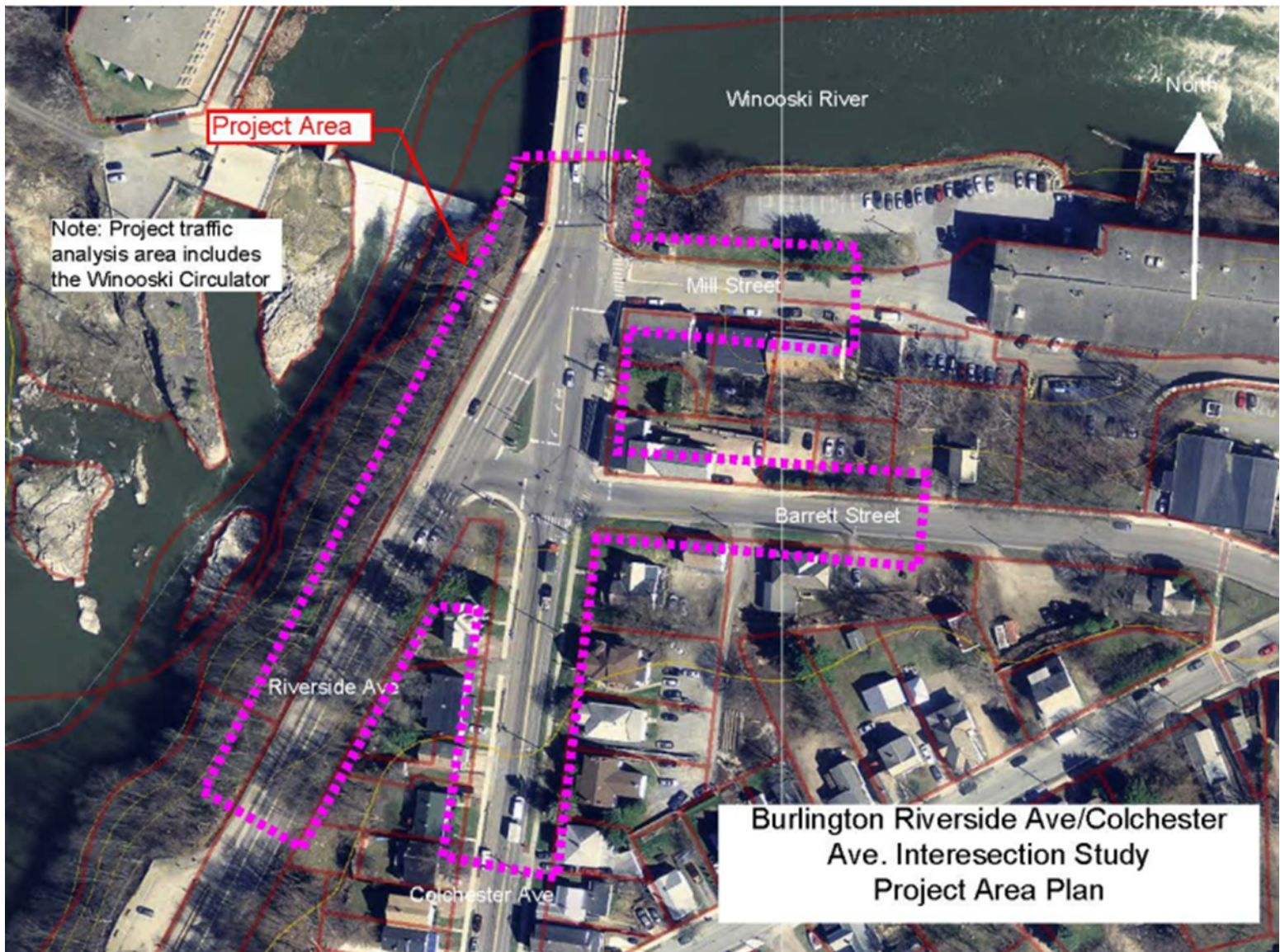
INTRODUCTION

The City of Burlington obtained transportation planning assistance from the Chittenden County Regional Planning Commission (CCRPC) to complete a scoping report for the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street intersection. Stantec Consulting Services Inc. was retained by the CCRPC to develop the 2019 Study. Burlington's primary interest was to continue the previous planning work conducted during the 2011 *Colchester Avenue Corridor Plan* that conceptually recommended consolidating the three existing intersections into one signalized intersection. Alternatives were developed to accommodate the consolidation concept, with each alternate evaluated for its respective challenges and overall desirability. To support that activity, one of the earliest tasks completed was the formation of a Project Advisory Committee (PAC). The PAC's role was to facilitate stakeholder review, provide overall input to the scoping process, and make final alternative selection recommendations to pertinent City commissions and, ultimately, the Burlington City Council.

ROADWAY CHARACTERISTICS

1. Municipality: City of Burlington
2. Routes: Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection
 - a. Project Roadway Attributes (25 mph posted speed limit on all approaches)
 - i. Colchester Ave. (Class 2 - Urban Minor Arterial No. 3: Complete Street)
 - ii. Riverside Ave. (Class 1 - Urban Principal Arterial-other No. 4: Bicycle Street)
 - iii. Barrett St. (Class 2 - Urban Major Collector No. 5: not designated)
 - iv. Mill St. (Class 3 - Local Road unnumbered: not designated)
3. Project Location:
 - i. Approximate intersection footprint (See Figure 1)

Figure 1 Project Study Area



DISCUSSION

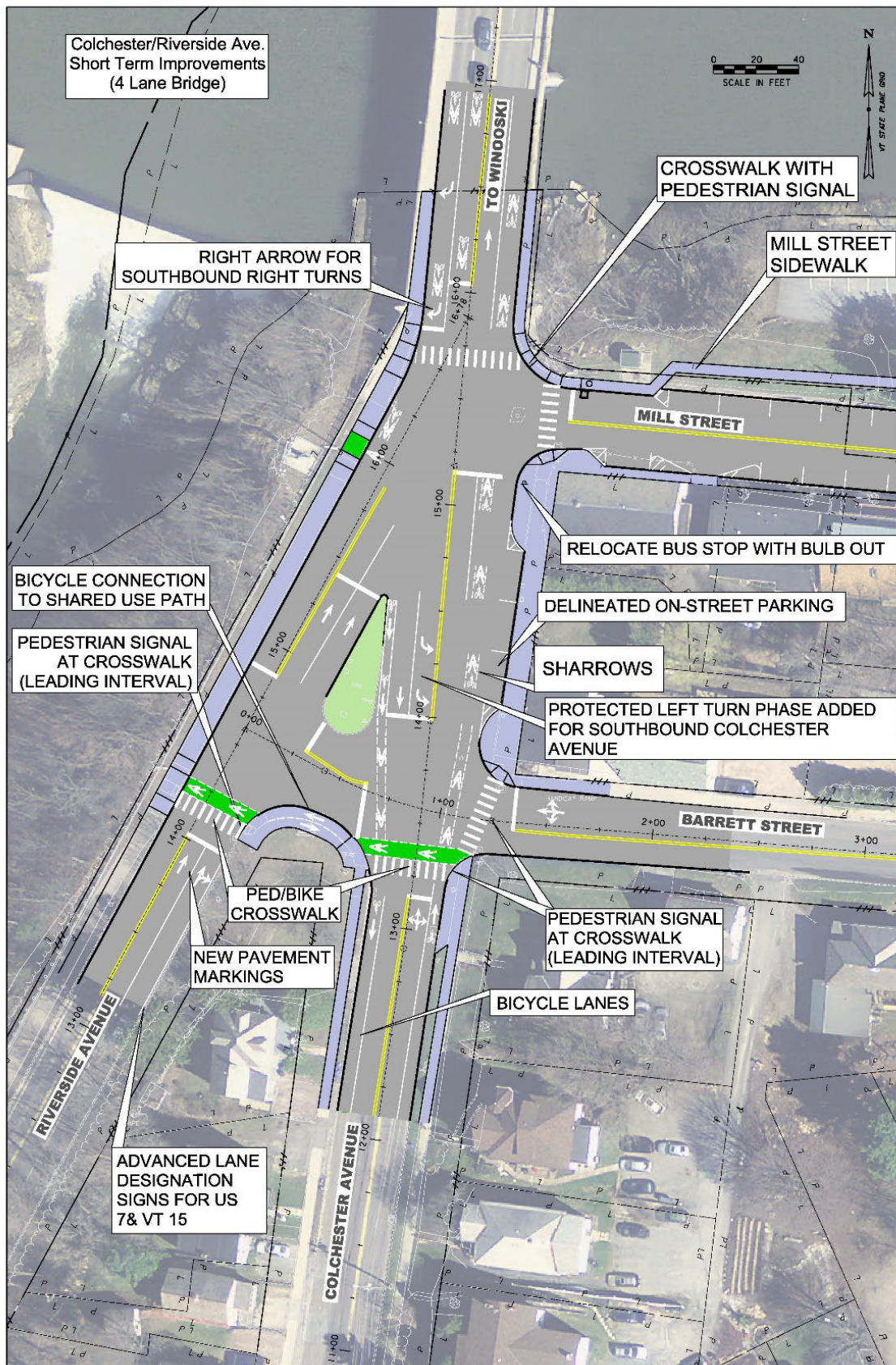
4. Community/Municipal Involvement:

- a. Describe how the Community/Municipality was involved in or participated in the identification and submittal of the project
 - i. The 2011 Colchester Avenue Corridor Plan identified improvements to the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street intersection that could be developed as a stand-alone project contributing to the overall “Complete Street” vision of Colchester Avenue. This endorsement and associated recommendations from the 2011 study indicated stakeholder demand and support for a subsequent intersection scoping project resulting in the addition of the 2019 Study to the CCRPC annual program.
 - ii. The study process included working closely with the Project Advisory Committee (PAC) consisting of community leaders, Burlington & Winooski staff, CCRPC staff, neighborhood representatives, and others.
 - iii. Public involvement was integrated into all aspects of the work plan. A series of meetings were held with the PAC to discuss the proposed alternatives. Minutes from these meetings as well as additional documents made available to the advisory committee, are in Appendix L. (see 2019 Study Appendix L).
- b. Identify how the project contributes to the community
 - i. The existing facility is, by VTrans standards, classified as a High Crash Location (HCL) and can be tenuous for use by pedestrians and bicyclists as well. The 2019 Study sought to identify infrastructure improvements that address safety, mobility and operational issues at the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street intersection.
- c. Identify how the project contributes to ongoing and/or future local initiatives/priorities
 - i. The City of Burlington is devoted to improving pedestrian and bicycle conditions to make walking and biking viable and enjoyable for people of all ages and abilities all year round. If pursued, the selected Medium-term alternative offers expected results that support and are consistent with the City’s initiatives and priorities.
- d. Identify how the project contributes to the local community and economic development goals
 - i. Per planBTV, the City of Burlington promotes growth in walking and biking, a philosophy that brings a host of community, environmental and economic benefits. These benefits range from reducing traffic congestion and vehicle emissions to saving money through lower road maintenance costs or healthcare costs to increased independence for those who don’t- or can’t- drive.

5. Planning and Construction Documents:

- a. Identify any studies that have been completed to inform the need of this project and/or further understand alternatives
 - i. The Colchester Avenue Corridor Study, which was completed and accepted by the City Council in 2011, evaluated and developed numerous recommendations to address operational, safety, and design-related issues along the Colchester Avenue corridor. Specific to the 2019 Study, the Corridor Plan recommended: “The complex of three intersections should be consolidated into one signalized intersection between Colchester Avenue, Riverside Avenue, and Barrett Street. The traffic signal at the Riverside Avenue-Mill Street intersection would be eliminated, and the Mill Street approach would be controlled by a stop sign and widened to include left and right turn lanes. The consolidation has design issues that need to be further evaluated through a more detailed scoping process that would include a land survey and more focused input from adjacent property owners.”
 - ii. 2019 Winooski River Bridge Scoping Study Report: Project will address deficiencies in the bridge while improving multi-modal travel for people and goods. The proposed bridge is 21 feet wider than the existing which will necessitate close coordination during the design phase.
 - iii. *planBTV Walk Bike*: Colchester Avenue and Riverside Avenue are highlighted in the plan as priority zones and indicated as areas in need of immediate attention.
- b. Alternatives (see 2019 Study chapters 7 and 8)
 - i. Short-Term Improvements (0 to 3 years to implement)
 - Enhanced accommodations for pedestrians and bicyclists were proposed to include a new crosswalk, pedestrian traffic signals, wider crosswalks, and signal system changes. (see 2019 Study Figure 2)
 - Short-term improvements considered by PAC were adopted and put in service by DPW.

Figure 2 Recommended Short-Term Improvements

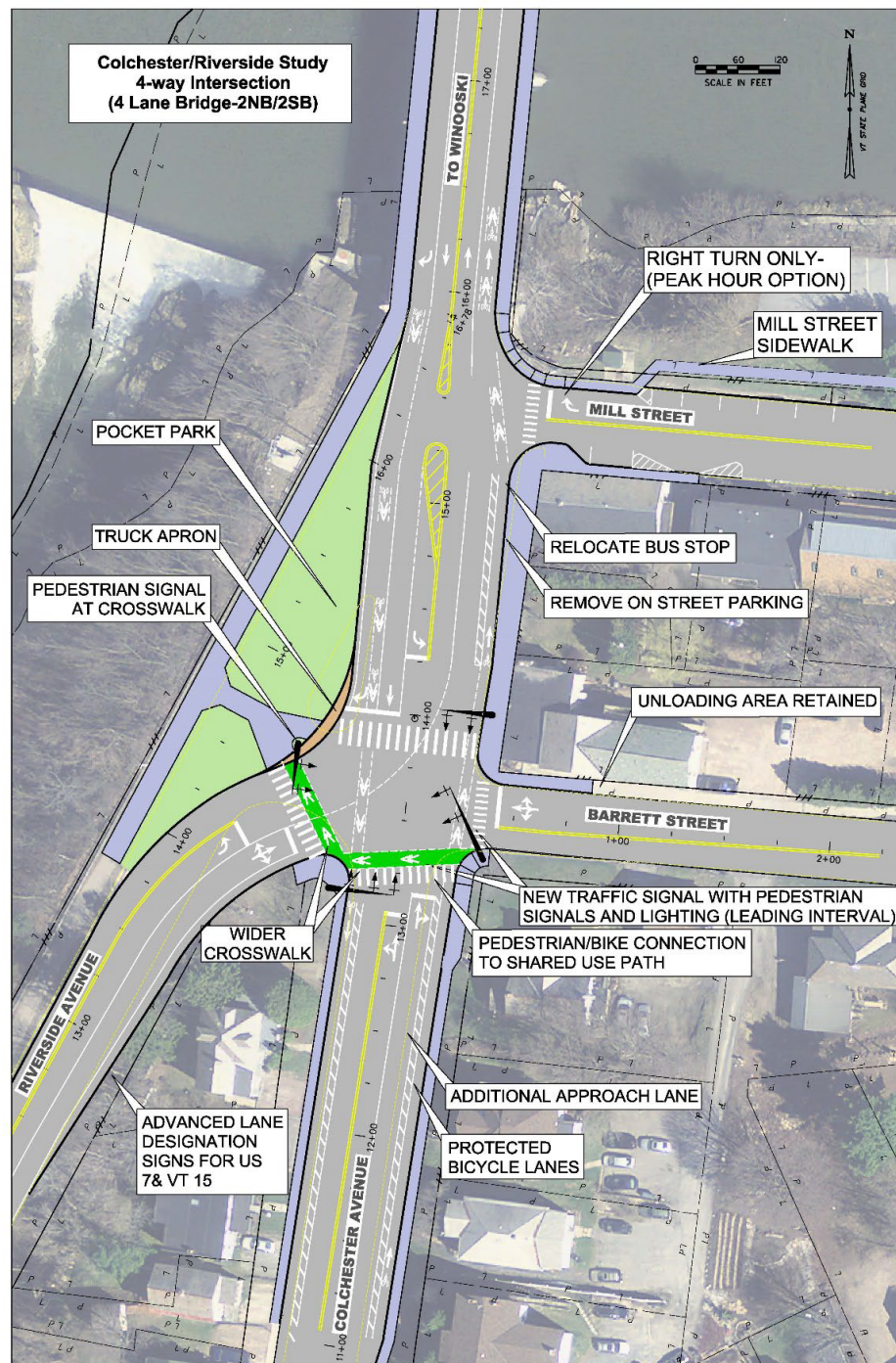


ii. Medium Term Improvements (3 to 10 years to implement)

- **Alternative 1 – 4-way Intersection - PREFERRED**

One signalized intersection, a 4-way intersection at Colchester Avenue and Barrett Street, and an unsignalized intersection at Colchester Avenue and Mill Street (Pocket Park and pedestrian signals at all crosswalks are most desirable).

Figure 3 Recommend Medium Term Alternative – Alternative 1



- Alternative 2 – 4-way Intersection
Similar to Alternative 1, it additionally consists of a separated southbound right turn lane from Colchester Avenue, creating a yield condition onto Riverside Avenue (results in a less desirable Yield controlled crosswalk).
- Alternative 3 – Roundabout
Modern, hybrid roundabout at the existing Colchester Avenue/Barrett Street intersection incorporating Riverside Avenue (Most costly with numerous significant impacts and design issues).
- No Build
Baseline Alternative for comparison

iii. Comparison of Alternatives

- The alternatives are compared according to the study's purpose and need statement in the matrix below. The costs and performance associated with Alternatives 1 and 2 are comparable. Alternative 3 offers the greatest benefits but also at the highest cost. There are also significant challenges associated with the implementation of Alternative 3, particularly with respect to right-of-way acquisition and impact on historic properties.

iv. Preferred Alternative

- Alternative 1: Pocket Park and pedestrian signals at all crosswalks are most desirable.

c. Identify any planned Corridor Planning and Adjacent Projects

i. Major Project – Winooski River Bridge Replacement

- Target 2027 begin construction.

Figure 4 Alternatives Evaluation Matrix

CRITERIA	No Build	Short Term Improvements	<u>Alternative 1</u> 4 Way Intersection	<u>Alternative 2</u> 4 Way Intersection w/ Separate Right Lane	<u>Alternative 3</u> Roundabout
Project Costs	\$0	\$875,000	\$3,300,000	\$3,430,000	\$6,700,000
PURPOSE AND NEED					
Improves Pedestrian Safety	No	Some	Better	Better	Best
Provides Safer Bicycle Connectivity Winooski to Burlington	No	Some (allows cyclists safer east/west movements)	Some (protected bike lanes south of Barrett and south of Mill northbound)	Some (protected bike lanes south of Barrett and south of Mill northbound)	Some (protected bike lanes south of Barrett)
Reduces Potential for Crashes	No	Some	Better	Better	Best
Reduces Intersection Complexity	No	No	Best	Best	Better
Manages Peak Hour Congestion	No	Some	Some	Better	Best
IMPACTS					
ROW Impacts	None	None	Minor (1600 sf)	Minor (1600 sf)	Major (4000 sf/ 1 house)
Historic Resources	None	None	None	None	Major (Removes 4(f) resource)
Stormwater	No change	No Change	Treatment opportunity	Treatment opportunity	Treatment opportunity
Net Change in On-street parking spaces	0	Some (-1 – N. of Barrett St. -2 – S. of Barrett St.)	More (-5 – N. of Barrett St. -2 – S. of Barrett St.)	More (-5 – N. of Barrett St. -2 – S. of Barrett St.)	More (-5 – N. of Barrett St. -2 – S. of Barrett St.)
Aerial Utilities	0	0	Some (3 poles relocated along Colchester Ave)	Some (3 poles relocated along Colchester Ave)	Some (3 poles relocated along Colchester Ave)

6. Purpose and Need:

- a. Identify what problems or challenges the project is intending to fix/improve
 - i. **Purpose:** The purpose of the Colchester Avenue/Riverside Avenue intersection scoping study is to define a safer intersection that enhances mobility and access for all users while contributing to livable and vibrant communities and ensuring efficient operations.
 - ii. **Need:**
 - Improve safety and mobility for all users of the intersection.
 - Simplify the intersection.
 - Enhance the gateway into Burlington.
 - Manage traffic congestion.

7. Project Scope:

- a. Describe intended project scope and key project elements focused on the purpose and need
 - i. Roadway surface treatment
 - New bituminous concrete pavement (BCP)
 - ii. Geometry modifications
 - Horizontal and vertical alignment shift at Riverside Ave. approach to support reconfiguration of intersection with Colchester Ave.
 - iii. Shoulder treatment/modifications
 - Full depth reconstruction for Riverside Ave. approach centerline shift. BCP surface.
 - iv. Intersection identification/treatment
 - 4 new mast arms and signals
 - v. Bicyclist considerations/improvements
 - Protected bike lanes along Colchester Ave.
 - Pedestrian/Bike Connection between Colchester Ave. and Riverside Ave.
 - vi. Pedestrian considerations/improvements
 - New Pedestrian signals for all crosswalk locations
 - New lighting at Colchester Ave. and Barrett St. intersection
 - Wider crosswalks
 - vii. Transit access considerations/improvements
 - Relocation of bus stop at Colchester Ave. and Mill St. intersection
 - viii. Access management considerations/modifications
 - 7 parking spaces removed along Colchester Ave. near Barrett St.
 - ix. Asset(s) condition/improvements
 - BCP surfaces
 - Signal systems
 - Curb and sidewalk
 - Pavement markings
 - x. Resiliency considerations/improvements
 - N.A.
 - xi. Environmental considerations/improvements
 - Potential reduction in delay for vehicles resulting in less emissions
 - Improved bicycle and pedestrian mobility encourage additional users potentially resulting in fewer vehicles and less emissions
- b. Describe how the project elements satisfy and/or meet the project's Purpose and Need
 - i. Colchester Ave./Riverside Ave. intersection reconfiguration combined with improved signage and signal systems should reduce crashes.
 - ii. Improved accommodations for bicyclists and walkers through the Intersection could increase bike ridership and pedestrian users

8. Project Estimate:

- a. Describe any assumptions, risks, and items/elements with high variability
 - i. Alt. 1 Conceptual Cost Estimate = \$3,300,000 (assume 2018 dollars)
 - ii. Adjustment for inflation (assume 5 years @ 5%/year) = \$4,200,000 (2023 dollars)
 - iii. Assume consistent inflation rate for Alt. 2 and Alt. 3, therefore Alt. 1 still low cost
 - iv. Some cost risk with excavation of contaminated soils and Development soils
 - v. Some cost risk with maintenance of traffic and pedestrian mobility

9. Project Challenges:

- a. Describe any anticipated and/or potential challenges to the development and delivery of this project (See Figure 2 for Alternatives Evaluation Matrix)
 - i. Identify potential impacts on environmental resources
 - Slight potential, low risk
 - ii. Identify potential Right-of-Way impacts/needs
 - (1600 SF), low risk
 - iii. Identify potential utility relocation routing needs/challenges.
 - Low risk, confirm in design phase
 - iv. Brown fields and contaminated soils
 - Development soils present and contaminated soils nearby, moderate risk/design phase mitigation

RECOMMENDATION

The 2019 Study for all intents and purposes has aged approximately 5 years since its development and delivery of a Preferred Alternative for improvement of the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street intersection. The RPR process indicates the passing of time has not overtly compromised the viability of legitimately progressing the scoping/concept level recommended improvements to the design phase for further development and eventual implementation. It is recognized before moving forward there may be merit to updating crash data, traffic volume data, and cost estimates which are all inherently time sensitive. However, this information is well suited for update in the early stages of preliminary engineering along with inventories for environmental and cultural resources.

With regards to moving forward to the Preliminary Engineering phase, the relatively recent commitment by VTrans to execute a project for the replacement of the Winooski River bridge has created a new dynamic. Schedule for project development of the intersection improvements has become more constrained and dependent on the needs of the bridge project. Therefore, coordination efforts should begin as soon as possible to ensure these mutually exclusive projects progress with the greatest amount of synergy as possible.

Regardless, based on established local support and conformance to the stated Purpose and Need, the proposed project [Burlington STP 5000(29)] is a good candidate for reliable advancement within the VTrans Capital Program.



Memo

Date: March 28th, 2023

To: Transportation, Energy & Utilities and Committee (TEUC)

From: Phillip Peterson P.E., Public Works Engineer
Laura Wheelock P.E., Senior Public Works Engineer

CC: Chapin Spencer, Director Public Works

Subject: Pearl Street/Prospect Street/Colchester Avenue Intersection VPSP2 – Burlington STP 5000 (30)

Request:

The Department of Public Works ("DPW") seeks TEUC sponsorship to bring to City Council the Pearl Street/Prospect Street/Colchester Avenue Intersection Regional Project Refinement approval. This approval is not a change, it is a reaffirmation of DPW's project preferred alternative from the Scoping study completed by CCRPC and Stantec.

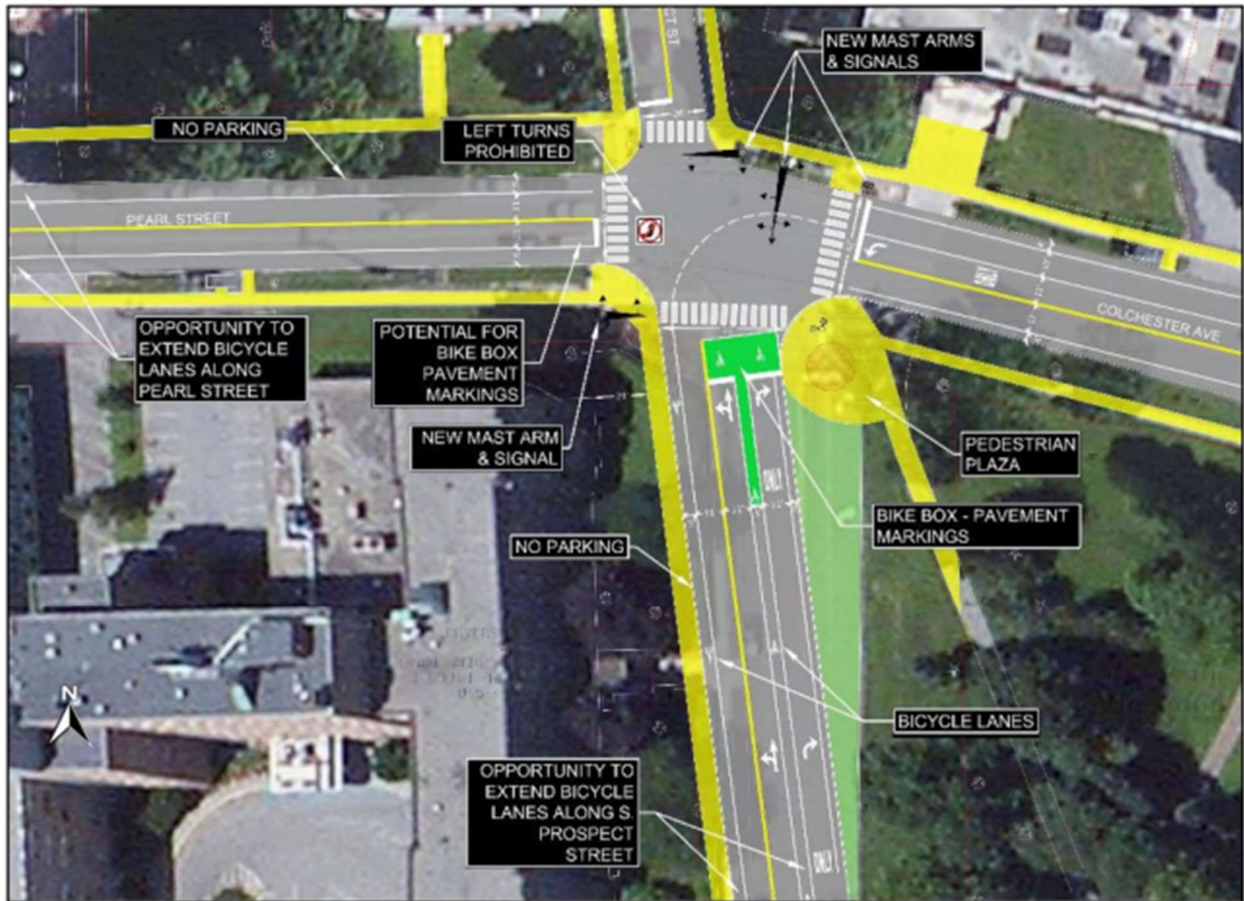
Grant Background:

Vermont Project Selection and Prioritization (VPSP2) is a mechanism to identify, prioritize, and select state transportation capital improvement projects on the federal aid system. This new process has been a collaborative effort between national, state, regional, and local agencies and interests. VPSP2 is a system that aims to develop a performance-based, data driven project selection & prioritization framework that maximizes the "transportation value" delivered to Vermont taxpayers. This helps to maximize the way transportation funding is used in Vermont. DPW Staff support this effort given that the VPSP2 process will bring the Pearl Street/Prospect Street/Colchester Avenue Intersection project into the VTrans budget.

The City's Transportation Planning group applied for this project through VPSP2 as a funding source in March of 2021. The project was selected by VTrans and allocated in their FY23 budget to undergo scope review administered through Chittenden County Regional Planning Commission (CCRPC). CCRPC contracted Stantec to do this work. As part of the Scope Refinement Process, the attached report (Attachment 1) outlines the draft scope of work and history of scoping work done thus far at this location. From that, the City is expected to review and if in agreement, execute a letter confirming our position on the project.

Here is a link to the final scoping report, [https://www.ccrpcvt.org/wp-content/uploads/2016/02/Pearl-Prospect-Colchester FINAL Scoping Report December 2014.pdf](https://www.ccrpcvt.org/wp-content/uploads/2016/02/Pearl-Prospect-Colchester_FINAL_Scoping_Report_December_2014.pdf).

Figure 1: Preferred Alternative – Alternative 1:



DPW is in support of the preferred alternative outlined in this report and already received approval from the City Council on June 23, 2014. Though, we already selected preferred alternatives, there are many other communities throughout the state that received VPSP2 funding that don't yet have this approval. This second approval will conform to the State's process to bring these projects into the VPSP2 budget in a uniform way across all municipalities. This work will be fully funded under VTrans Safety Program. Non-participating costs, such as contaminated soils, are not part of this funding.

Attachment:

1. Pearl Street/Prospect Street/Colchester Avenue Intersection VPSP2 REGIONAL PROJECT REFINEMENT (RPR) Report.

Burlington STP 5000(30)
Pearl Street/Prospect Street/Colchester Avenue Intersection
VPSP2 REGIONAL PROJECT REFINEMENT (RPR)

RPR PROCESS BACKGROUND

The Regional Project Refinement (RPR) project associated with the Burlington STP 5000(30) summarizes the previously completed 2014 scoping study, hereafter referred to as the [2014 Study](#). The RPR aims to facilitate the progression of the preferred alternative into the project design and permitting phase by reaffirming initial local consensus. This is accomplished by validating public support through a collective stakeholder review of the summary RPR report. With an update on current challenges and opportunities, it is anticipated that the preferred alternative will remain the most feasible and desirable. The expectation is that local officials will then provide formal and documented acknowledgment of the Municipality's concurrence that the project is still viable. See attached Letter of Support.

It is noted that the full contents of the accepted 2014 Study final report were used part and parcel in the development of this RPR summary.

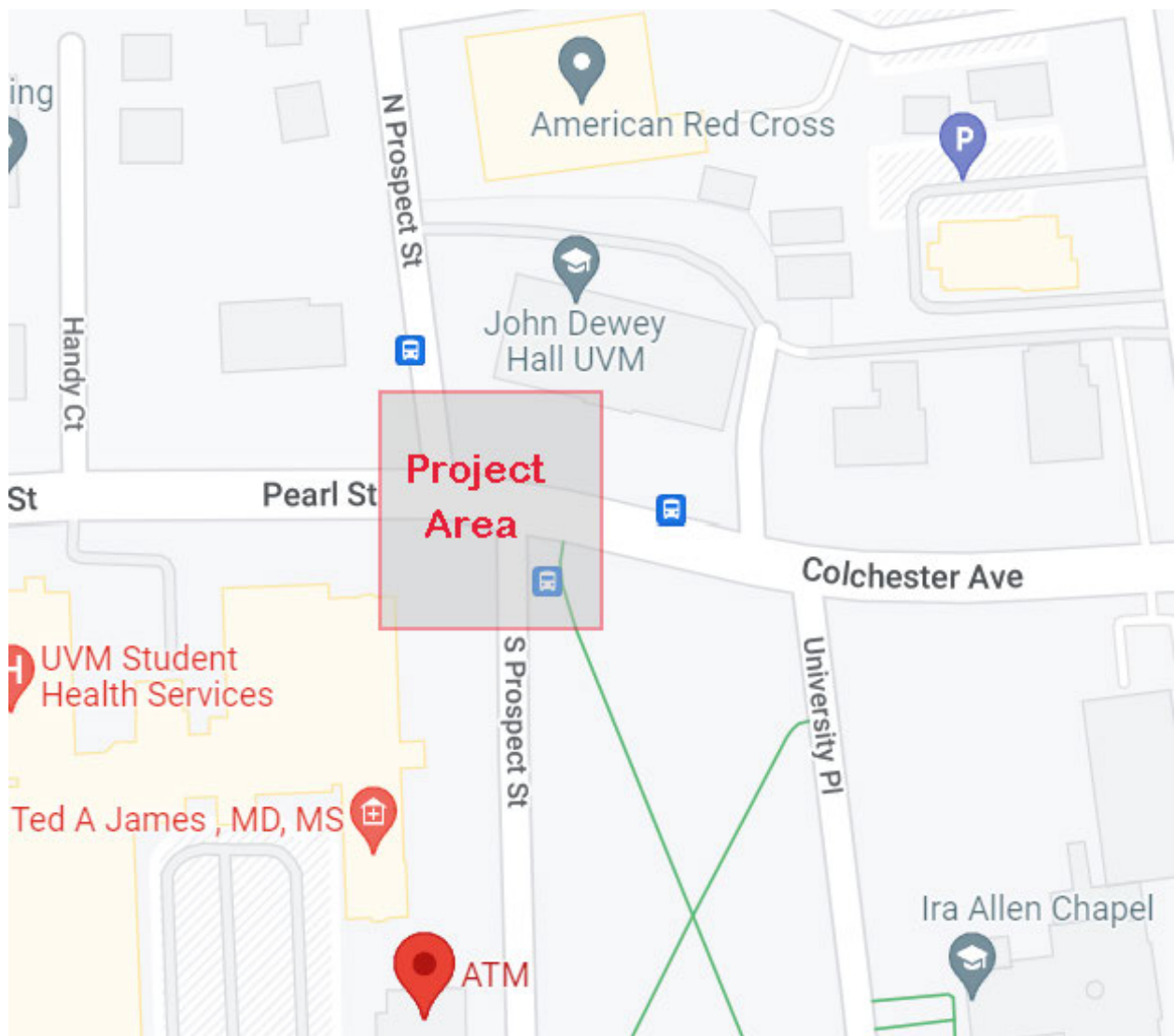
INTRODUCTION

In 2012, the Chittenden County Regional Planning Commission (CCRPC) and the City's Department of Public Works (DPW) hired RSG, Inc. to assist in developing the intersection scoping study with work beginning in June 2012. Concurrently, a project Steering Committee was formed to facilitate stakeholder review and provide overall input to the scoping process.

The Pearl Street/Prospect Street/Colchester Avenue Intersection 2014 Study was conducted to evaluate alternatives that address safety, mobility, and operational issues for all modes of travel approaching and passing through the intersection in Burlington, Vermont (see Figure 1 below).

- 1. Municipality: City of Burlington**
- 2. Routes: Pearl Street/Prospect Street/Colchester Avenue Intersection**
 - a. Project Roadway Attributes (25 mph posted speed limit on all approaches)
 - i. Pearl Street St. (Class 2 – Urban Minor Arterial No. 3: Transit Street)
 - ii. Colchester Ave. (Class 2 – Urban Minor Arterial No. 3: Complete Street)
 - iii. South Prospect St. (Class 2 - Urban Major Collector No. 13: not designated)
 - iv. North Prospect St. (Class 2 - Urban Major Collector No. 13: not designated)
- 3. Project Location:**
 - i. Approximate intersection footprint (See Figure 1)

Figure 1 - Project Location



4. Community/Municipal Involvement:

- a. Describe how the Community/Municipality was involved in or participated in the identification and submittal of the project
 - i. A study conducted along the Colchester Avenue corridor was completed in 2011 and identified the Pearl Street/Prospect Street /Colchester Avenue intersection as a prime candidate for a standalone scoping project. This endorsement and associated recommendation from the 2011 study indicated stakeholder support for a subsequent intersection scoping project.

- ii. Intersection scoping Study effort was initiated in June 2012. Early activity on the project produced findings (December 2012) that resulted in the Steering Committee identifying the opportunity for a short-term pilot project to implement low-cost safety improvements for the intersection. The pilot project was launched in August 2013 following months of planning, design, and significant stakeholder outreach. The pilot project's safety improvements were evaluated in service through the Fall of 2013, and after further consideration of actual performance and public feedback, the City accepted the improvements as permanent in February 2014. The overall 2014 Study concluded in June 2014 following the City Council's acceptance of a preferred long-term alternative.
- iii. The aforementioned Steering Committee consisted of eight members representing a broad range of community participation. The group met six times between October 2012 and April 2014 (see 2014 Study Appendix A for details).
- iv. Public involvement was integrated into all aspects of the work plan. Tasks included: Steering Committee meetings, public and outreach meetings, outreach and coordination with the City of Burlington, and information management.
- v. Information management included a website with background and current information, Steering Committee documents (agendas, meeting notes), public meeting documents (agendas, meeting notes), and a final report.
- b. Identify how the project contributes to the community
 - i. The existing facility is, by VTrans standards, classified as a High Crash Location (HCL) and can be tenuous for use by pedestrians and bicyclists as well. The 2014 Study sought to identify infrastructure improvements that address safety, mobility and operational issues at the Pearl Street/Prospect Street /Colchester Avenue intersection.
- c. Identify how the project contributes to ongoing and/or future local initiatives/priorities
 - i. The City of Burlington is devoted to improving pedestrian and bicycle conditions to make walking and biking viable and enjoyable for people of all ages and abilities all year round. If pursued, the selected long-term alternative offers expected results that support and are consistent with the City's initiatives and priorities.
- d. Identify how the project contributes to the local community and economic development goals
 - i. Per planBTV, *the City of Burlington promotes growth in walking and biking, a philosophy that brings a host of community, environmental and economic benefits. These benefits range from reducing traffic congestion and vehicle emissions to saving money through lower road maintenance or healthcare costs to increased independence for those who don't- or can't- drive.*

5. Planning and Construction Documents:

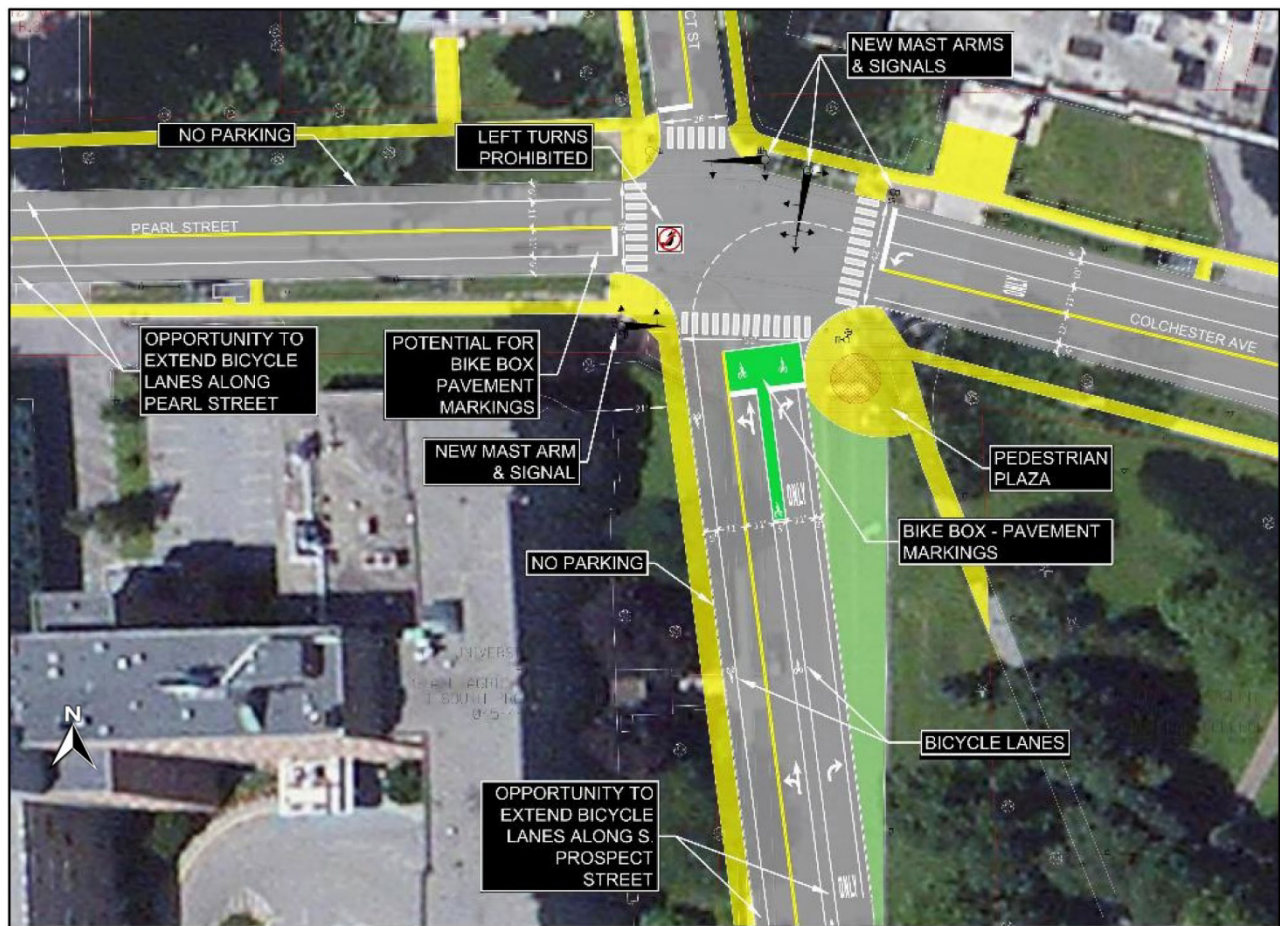
- a. Identify any studies that have been completed to inform the need of this project and/or further understand alternatives
 - i. The Colchester Avenue Corridor Study completed and accepted by the City Council in 2011, evaluated and developed numerous recommendations to address operational, safety, and design-related issues along the corridor. One of the corridor study's primary recommendations was to initiate an intersection scoping process to evaluate alternatives to address issues at the Pearl Street/Prospect Street/Colchester Avenue intersection.
- b. Identify whether **a preferred alternative was selected** (see 2014 Study chapters 5 and 6)
 - i. Provide reference information such as appropriate documents and corresponding page numbers
 - ii. **Long-Term Alternatives Assessment**
 - Alternative 1 – North-South Intersection Alignment
 - The South Prospect Street approach is moved west to better align with North Prospect Street
 - Alternative 2 – North-South Intersection Alignment plus NB Turn Lane
 - Alternative is identical to Alternative 1 with the only exception of the addition of an exclusive northbound left turn lane on South Prospect Street
 - Alternative 3 – Single-Lane Roundabout
 - Examines the possibility of reconfiguring the study intersection to operate as a hybrid roundabout (100' diameter)
 - No Build
 - Baseline Alternative for comparison
 - iii. **Preferred Alternative**
 - Alternative 1 positively addresses each component of the Purpose and Need Statement and has the least amount of Right-of-Way (ROW) impacts (approximately 1,400 square feet) on one property (UVM) compared to the other Build Alternatives. See Figure 2 and Figure 3.

- c. Identify any planned Corridor Planning and Adjacent Projects
- i. No known corridor studies or adjacent projects are planned for the immediate area surrounding the intersection footprint.

Figure 2 Alternatives Evaluation Matrix (RSG 2014 Study – 2014 dollars)

Criteria:	No Build Pilot Improvements	Alternative 1 N-S Alignment	Alternative 2 Alignment + Turn Lane	Alternative 3 Roundabout
Conceptual Cost Estimate	\$0	\$935,000	\$995,000	\$730,000
Satisfies Purpose and Need				
<i>1) Addresses Congestion</i>	119 Seconds Delay V/C = 0.89	↑ Average delays reduced 48 seconds average delay	↑↑ Average delays & v/c reduced 40 seconds average delay	↓ Significant delays on WB approach. 1.12 v/c; 1,400' queue
<i>2a) Improves Safety for Pedestrians</i>	--	↑ Advanced ped phases; shortened crossing distances	↔ Advanced ped phases; Longer crossing distances	↓ Difficulty crossing downstream of right-turn slip lanes. No signalized control.
<i>2b) Improves Safety for Bicyclists</i>	--	↑ New bike lane and bike box on South Prospect Street. Potential for bike lanes on Pearl Street.	↑ New bike lane and bike box on South Prospect Street. Potential for bike lanes on Pearl Street.	↓ Physical constraints preclude separated bicycle facility/lane through intersection
<i>2c) Improves Safety for Vehicles</i>	--	↑ North-South approach alignment	↑↑ North-South approach alignment; Northbound left turn lanes	↑ Roundabout reduces speeds on all approaches; minimizes crash severity
<i>3a) Improves Pedestrian Accommodations & Safety</i>	160' Total Ped Crossing Distance	↑ 154' Total Ped Crossing Distance	↓ 167' Total Ped Crossing Distance	↔ 180' Total Ped Crossing Distance; Only need to cross one direction at a time.
<i>3b) Improves Bicyclist Accommodations & Safety</i>	Bikeable shoulders on Colchester & Pearl	↑ New bike lane and bike box on South Prospect Street. Potential for bike lanes on Pearl Street.	↑ New bike lane and bike box on South Prospect Street. Potential for bike lanes on Pearl Street.	↓ Difficult to accommodate separate bicycle facility due to building constraints
<i>4) Addresses Intersection Offset</i>	No	↑	↑	↑
Net Change in On-Street Parking Spaces	--	0	-3	0
ROW Impacts	--	1,360 SF (1 Property - UVM)	3,035 SF (1 Property - UVM)	1,500 SF (2 Properties - UVM)
Tree Impacts	--	0	0	2
Environmental / Cultural Impacts		Slight potential for historic impacts	Slight potential for historic impacts	Significant potential for historic impacts
Permitting Needs	--	Potential for Section 106, 4(f); Likely Act 250, Stormwater	Potential for Section 106, 4(f); Likely Act 250, Stormwater	Likely Section 106, 4(f), Act 250, Stormwater

Figure 3 Alternative 1 – North-South Intersection Alignment (RSG 2014 Study)



6. Purpose and Need:

a. Identify what problems or challenges the project intends to fix/improve

i. **Purpose:** The purpose of the Prospect Street/Pearl Street/Colchester Avenue intersection 2014 Study was to develop transportation system improvements that enhance mobility, accessibility, and safety for all modes through the intersection.

ii. **Needs:**

- Address the High Crash Locations in the project area.
- Address the offset north-south approach alignment.
- Improve accommodations for bicyclists and walkers through the Intersection
- Address peak period traffic congestion at the intersection

7. Project Scope:

- a. Describe the intended project scope, and key project elements focused on the purpose and need
 - i. Roadway surface treatment
 - New bituminous concrete pavement (BCP)
 - ii. Geometry modifications
 - South Prospect Street horizontal alignment westerly centerline shift supports realignment with Pearl and South Prospect and, two NB approach travel lanes on South Prospect (through/left and right)
 - iii. Shoulder treatment/modifications
 - Full depth reconstruction for South Prospect SB widening for centerline shift. BCP surface.
 - iv. Intersection identification/treatment
 - Three new mast arms and signals
 - v. Bicyclist considerations/improvements
 - New NB and SB striped bike lanes on South Prospect
 - Marked “bike box” at the head of NB South Prospect approach
 - Wide shoulders on Pearl
 - vi. Pedestrian considerations/improvements
 - Improved crosswalk location for Colchester Ave.
 - Prohibition of left turns from Pearl onto North Prospect
 - Pedestrian Plaza southeast corner of Colchester Ave./South Prospect intersection
 - vii. Transit access considerations/improvements
 - Potential relocation of bus shelter from Pearl to Colchester Ave.
 - viii. Access management considerations/modifications
 - Pilot project’s parking configuration retained (18 spaces removed)
 - ix. Asset(s) condition/improvements
 - BCP surfaces
 - Signal systems
 - Curb and sidewalk
 - Pavement markings
 - x. Resiliency considerations/improvements
 - N.A.
 - xi. Environmental considerations/improvements
 - Potential reduction in delay for vehicles resulting in less emissions
 - Improved bicycle and pedestrian mobility encourage additional users potentially resulting in fewer vehicles and less emissions
- b. Describe how the project elements satisfy and/or meet the project’s Purpose and Need
 - i. Alignment shift on South Prospect combined with improved signage and signal systems should reduce crashes.
 - ii. Improved accommodations for bicyclists and walkers through the Intersection could increase bike ridership and pedestrian users

8. Project Estimate:

- a. Describe any assumptions, risks, and items/elements with high variability
 - i. Alt. 1 Conceptual Cost Estimate = \$935,000 (assume 2014 dollars)
 - ii. Adjustment for inflation (assume ten years @ 5%/year) = \$1,400,000 (2023 dollars)
 - iii. Assume consistent inflation rate for Alt. 2 and Alt. 3, therefore Alt. 1 still low cost
 - iv. Some cost risk with the excavation of contaminated soils and Development soils
 - v. Some cost risk with the maintenance of traffic and pedestrian mobility

9. Project Challenges:

- a. Describe any anticipated and/or potential challenges to the development and delivery of this project (See Figure 2 for Alternatives Evaluation Matrix)
 - i. Identify potential impacts on environmental resources
 - Slight potential, low risk
 - ii. Identify potential Right-of-Way impacts/needs
 - UVM Property, moderate risk
 - iii. Identify potential utility relocation routing needs/challenges.
 - Low risk, confirm in design phase
 - iv. Brownfields and contaminated soils
 - Development soils and contaminated soils present moderate risk/design phase mitigation

RECOMMENDATION

The 2014 Study, for all intents and purposes, has aged approximately ten years since its acceptance and delivery of a Preferred Alternative for improvement of the Prospect Street/Pearl Street/Colchester Avenue intersection. The RPR process indicates that the passing of time has not overtly compromised the viability of legitimately progressing the scoping/concept level recommended improvements to the design phase for further development and eventual implementation. It is recognized that before moving forward, there may be merit to updating crash data, traffic volume data, and cost estimates, which are all inherently time-sensitive. However, this information is well suited for an update in the early stages of preliminary engineering along with inventories for environmental and cultural resources.

The proposed project is a good candidate for reliable advancement within the VTrans Capital Program based on established local support and conformance to the stated Purpose and Need.



City of Burlington
Department of Public Works
645 Pine St
Burlington, VT 05401
802-863-9094
Burlingtonvt.gov/dpw

Chapin Spencer
Director of Public Works

MEMORANDUM

TO: Members of the Transportation, Energy, Utilities Committee

FROM: Chapin Spencer, Director, Public Works
Julia Ursaki, Technical Services, Public Works

CC: Dayton Crites, Senior Transportation Planner, Public Works
Cindi Wight, Director, Parks, Recreation & Waterfront
Rob Goulding, Public Information Manager, Public Works

DATE: March 28, 2023

RE: E-Bikeshare Update

Update:

After checking references, an interview and an e-bike demonstration, CATMA is moving forward with Bird as the preferred vendor for this e-bikeshare system.

The MOU between CATMA and the City has been updated based on feedback from the February 22, 2023 TUEC meeting. The revised MOU includes all provisions outlined in the February 22 memo along with the following revisions (**updates since the February TEUC are in bold**):

- No Ride Zones will be established along Church Street Marketplace and the Waterfront Path north of the Winooski River. **A map (Attachment 1 of the MOU) is now included showing these locations.**
- Slow Zones will be established through Waterfront Park, the Waterfront Path and Burlington Greenway. **A map (Attachment 1 of the MOU) is now included showing these locations and a Slow Zone is defined as an area where speeds of the bikeshare equipment shall not exceed 10 miles per hour or another speed as desired by the City."**
- The City shall be supplied with data illustrating the number, duration, and length of trips, among other characteristics, throughout the network. **We have included more specific targets, including that a "goal of this system is that 80% or more of trips be other than roundtrip waterfront trips." We have also added, "If, based on an annual review, the Operator is shown to not comply with established performance standards, CATMA shall have the right to terminate the contract."**

- ~~Operator shall integrate escalating pricing into fee structures to discourage uninterrupted recreational trips.~~ **This provision has been updated by the request of our partnering cities to: “The cost for a 2 hour bikeshare ride shall be greater than or equal to the cost to rent an e-bike from one of Burlington’s local bike shops.”**
- **The Duty to Remove section now includes that any equipment that is non-functioning or following below industry standards shall become the property of CATMA if not claimed by the Operator within 60 days of notification.**

The revised MOU is included as part of this meeting’s documents for review.

Next Steps:

The next steps anticipated in this process are as follows:

- CATMA will negotiate a contract with the vendor consistent with the City-CATMA MOU.
- Vendor will secure encumbrances and licenses from the City hubs and agreements for private hubs.
- The launch of this new program is scheduled for spring 2023.

Director Spencer and Staff will be available to answer any questions during the Director’s Report.



MEMORANDUM OF UNDERSTANDING
BETWEEN
CHITTENDEN AREA TRANSPORTATION MANAGEMENT ASSOCIATION (CATMA), AND
CITY OF BURLINGTON VERMONT

This Memorandum of Understanding (MOU) is entered into and effective on _____, 2023 between the Chittenden Area Transportation Management Association, hereinafter called "CATMA," and the City of Burlington, herein after called "City," sometimes collectively known as "the Parties." The agreement is entered into by the above Parties to clarify the responsibilities for the Parties moving forward regarding the Electric Assist Bikeshare System in Burlington. This MOU shall be a living document that can be revised or updated as needed based on a consensus by the Parties that it needs to be amended. It may be amended as described in the "MOU Amendment" section.

WHEREAS, CATMA is a non-profit, membership based, transportation management association serving Chittenden County, that acts as the contract holder for the Electric Assist Bikeshare System in Burlington, South Burlington, and Winooski; and

WHEREAS, The City of Burlington is the largest municipality in Chittenden County and all of Vermont.

WHEREAS, an Electric Assist Bikeshare System will be a hybrid system, with bike parking and storage controlled by geofenced hubs establishing drop-off and pickup zones.

WHEREAS, the goal of the bikeshare system is to provide a low-barrier transportation option for the Burlington Community. The bikeshare system is not intended to serve recreational uses in the region.

WHEREAS, CATMA and the City agree to a mutual commitment to bring about and maintain an Electric Assist Bikeshare System to the residents and visitors of Burlington on the following terms.

NOW THEREFORE, it is mutually agreed as follows:

1. Exclusive Operation. The Electric Assist Bikeshare System shall operate as the lone bike share operation in the City of Burlington, with CATMA as the contract holder with Bird Rides, Inc ("Operator"). CATMA will act as the primary program manager, working with Operator to ensure the needs of the City of Burlington are met.
2. License Required. The process for hubs to be located on the property of the City of Burlington is the following:
 - a. Encumbrance Permit. The operator of the Electric Assist Bikeshare System ("Operator") shall obtain an Encumbrance Permit through the Burlington Department of Public Works for each hub location in the City's right-of-way if required. Such placement of hubs may require the recommendation and/or approval of the City Council License Committee and full City Council.



- b. **Municipal Approvals Required.** For hubs located within City-owned parcels or parks, the Operator shall obtain a license agreement through Burlington Parks, Recreation & Waterfront. For hubs located in a City Park, a minimum 5% revenue share is required of any trips that starts from that location, which is a requirement in the Burlington Parks, Recreation & Waterfront licensing agreement. For any hubs on private property, the Operator shall obtain any necessary private agreements. The Operator assumes all responsibility to gain the necessary permits, licenses, or agreements to locate their hubs. CATMA agrees to work with operator to ensure all necessary approvals are secured prior to hub placement. Notwithstanding this agreement, CATMA understands that City cannot guarantee approval or any application or request of Operator and nothing in this MOU shall be interpreted to do so.
3. **Equipment.** CATMA shall ensure that Operator provides and maintains and all equipment as necessary to conduct Bikeshare Operations.
 - a. **Maintenance by Operator.** CATMA shall ensure that Operator maintains its equipment used in furtherance of Bikeshare Operations in good working in accordance with general safety and industry standards. Such maintenance shall include routine and necessary repairs, upgrades, and preventative maintenance.
 - b. **Duty to Remove.** Any equipment that is non-functioning or following below industry standard for safety and/or operational reliability shall be promptly removed from circulation by the Operator until such time as it has been restored to acceptable functionality. The Operator assumes full responsibility for removing, storing, and repairing or disposing of such equipment in a timely manner. If City and/or CATMA becomes aware that unsafe or non-functioning equipment is in circulation, it shall notify Operator, unless such equipment poses an immediate safety risk to users and/or the public. City shall have the right to remove such equipment in that instance and to notify Operator and/or CATMA as soon as practicable thereafter. If such equipment is not claimed by the Operator within 60 days of notification, it shall become the property of CATMA.
4. **Burlington Specific Conditions.** The following Burlington Specific Conditions for use and operation shall apply:
 - a. **No Ride Zones.** The Operator shall ensure that the following areas in or adjacent to the City of Burlington are No Ride Zones, as shown in Attachment 1: Ride Restrictions:
 - Church Street Marketplace
 - North of the bridge over the Winooski River along the Waterfront Path
 - b. **Slow Zones.** A slow zone is an area where speeds of the bikeshare equipment shall not exceed 10 miles per hour or another speed as desired by the City. The Operator shall ensure that in at least the following locations are Slow Zones, as shown in Attachment 1: Ride Restrictions:
 - Waterfront Park



- Waterfront Path / Burlington Greenway
- c. Limitation of Waterfront hub locations. No more than two bikeshare hubs shall be located within 600 feet of Waterfront Park. No more than four bikes shall be at these hub at the start of any given day.
 - d. Data Reporting and Targets. CATMA will develop minimum performance standards that will be included in the contract with the Operator. CATMA will be responsible for reviewing the performance standards annually and determining if the bikeshare system is meeting performance standards. If, based on an annual review, the Operator is shown to not comply with established performance standards, CATMA shall have the right to terminate the contract.
- In addition to overall system-wide reporting, the Operator shall provide the City with data showing the total number and characteristics of trips that begin and end at any station within 600 feet of the Waterfront Park on a monthly basis.
- CATMA and the Operator understand that the shared mobility system is designed for transportation and not recreation. To that end, a goal of this system is that 80% or more of trips be other than roundtrip waterfront trips. A roundtrip waterfront trip is defined as a trip that begins and ends at the same waterfront station. The Operator agrees to gather and synthesize this data through September 30 by October 15, and, if requested by the City of Burlington, present this data public meeting in October or November 2023.
- e. Signage. Operator shall provide signs, either physical or digital in the app, at any hub locations within 600 feet of the Waterfront Greenway that say, at a minimum, "The motor on these bikes will cease to operate at the Winooski River. For recreational rides, please contact one of Burlington's terrific bike rental shops."
 - f. Pricing. The cost for a 2 hour bikeshare ride shall be greater than or equal to the cost to rent an e-bike from one of Burlington's local bike shops.
 - g. System Mapping. Prior to launching the bikeshare system, a proposed map of hub locations shall be provided to the City.
 - h. Equity and Employer Pricing. Operator agrees to create discounted employer-based membership options to non-City employers within the City of Burlington. This will be advertised on the Operator's website and through other direct employer marketing efforts.
5. Insurance Coverages. CATMA that it shall ensure that Operator purchases and maintains the following types of insurance coverages, consistent with the policies and requirements of the Partners, and provide evidence of continuing coverage to the Partners. CATMA further agrees that it shall require Operator to produce a certificate of insurance that lists City as having additional insured status prior to commencing operation.



- a. Commercial General Liability Insurance. Operator shall procure Commercial General Liability Insurance, on an occurrence form, providing all major divisions of coverage, including but not limited to: (1) Premises Operations; (2) Products and Completed Operations; (3) Personal Injury and Advertising liability; (4) Fire legal liability. The Commercial General Liability Insurance shall provide the following minimum limits:

1. General Aggregate:	\$2,000,000
2. Products-Completed Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Damage to Rented Premises	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

- b. Workers Compensation. Operator shall provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: Bodily Injury by Accident - \$500,000 each accident; Bodily Injury by Disease - \$500,000 each employee. Operator shall require all contractors and subcontractors performing work on its behalf under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Operator shall require that all subcontractors submit certificates of such insurance to the Partners prior to performing.

- c. Employers' Liability Insurance. Operator shall also maintain Employers' Liability Insurance Coverage with limits of at least:

1. Bodily Injury by Accident:	\$500,000 each accident
2. Bodily Injury by Disease:	\$500,000 policy limit, \$500,000 each employee

- d. Commercial Business Automobile Liability Insurance. Operator shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

- e. Commercial Umbrella Liability Insurance. Operator shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial



Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

- f. Application to Others. Operator shall require all contractors, subcontractors, agents, or workers performing work or services on its behalf in furtherance of this Agreement to obtain an insurance coverage meeting the requirements of this section as evidence on a certificate of insurance. Operator shall require that all such persons submit certificates of such insurance to the Partners prior to performing work or services.
 - g. Maintaining Coverage. The Partners may require copies of any insurance policies entered into by Operator, and Operator is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Operator.
 - h. Continuing Obligation. Unless otherwise expressly provided herein, the obligation to insure as provided herein continues throughout term of this Agreement and shall not terminate until this Agreement has expired or been terminated, and the right to occupy the premises is returned to the Partners.
6. Compliance with City Ordinances.
- a. Livable Wage. Operator shall pay every employee a livable wage under the Burlington Livable Wage Ordinance and shall comply with all portions of the Livable Wage Ordinance, including submitting a written certification (Attachment 2) during each year of the term of the Operator's Agreement with CATMA demonstrating compliance with the Livable Wage Ordinance.
 - b. Union Deterrence. Operator shall submit written certification (Attachment 3) during each year of the term of the Operator's Agreement with CATMA demonstrating compliance with the Union Deterrence Ordinance.
7. Term and Termination. The term of this MOU shall commence upon the Effective Date and continue through _____ (the "Term"), unless earlier terminated as set forth in this MOU. Either Party may terminate this MOU, upon ninety days prior written notice without cause or immediately upon written notice to the other Party if the other Party materially breaches this MOU, and such breach is incapable of cure or, being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice thereof.



8. **MOU Amendment.** Any of the parties may propose changes to this agreement. Changes that are mutually agreed upon shall be incorporated as written amendments to this MOU. No variation or alteration of the terms of this MOU will be valid unless made in writing and signed by the authorized representatives of the Parties.
9. **Indemnification.** CATMA shall—at its sole cost and expense—indemnify, defend, and hold harmless the City, its officers, agents, trustees and employees, their successors and assigns, individually or collectively, from and against all liability and any claims, suits, expenses, losses, judgments, proceedings, damages, expenses, demands, suits, costs (including costs of defense, reasonable attorney fees, and reasonable professional fees incurred in defense or incurred in enforcement of this indemnity), and causes of action of every kind or character whatsoever, directly or indirectly arising from, related to, or connected with, in whole or in part, Operator's services under this Agreement, including but not limited to claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Operator, or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of their employees, agents, or persons under their direction or control.
10. **Records Retention.**
 - a. **Access.** CATMA agrees to, and ensure Operator's compliance with, retaining, in its files, and to produce to the City to the extent available and ensure—within a reasonable time—all books, documents, Electronic Data Media (EDM), and other records related to accounting under this Agreement with the City ("Records"), at any time during this Agreement and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the Records shall be retained until all related audits, claims, or litigation are resolved.
 - b. **Audit.** CATMA further agrees that the City shall have access to the Records for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all Records shall be provided to the City if requested in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. CATMA agrees that Operator, sub-contractors, or any representatives performing work related to the Agreement, are responsible to insure that all Records created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.
11. **Damage to Property.** CATMA agrees that it and/or Operator shall be responsible for any and all damage to property belonging to City to the extent caused by an act or omission of the Operator, its agents, or employees. CATMA and/or Operator shall be responsible for repairing any damaged property and shall pay the costs therefor.
12. **Force Majeure.** Neither Party shall be deemed to have breached this Agreement if it is prevented from



performing any of its obligations hereunder by reason of COVID-19, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, pandemic or any other circumstances for which it is not responsible or which is not under its control, and the Party experiencing force majeure gives written notice to the other Party identifying the nature of such force majeure, and when it began. The Party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither Party shall be required to settle any labor dispute except upon terms that the Party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

13. General Provisions.

- A. **Assignment.** Operator shall not assign this Agreement, transfer, or otherwise sublet any part of the services without the expressed written consent of the Partners. Assignment shall not be deemed to have occurred if there is as a transfer of substantially all the assets or change of control of Operator.
- B. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties respective heirs, legal representatives, successors, and assigns.
- C. **Caption.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- D. **Counterparts.** This Agreement may be executed in multiple identical counterparts, all of which shall constitute one agreement.
- E. **Entire Understanding.** This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings—oral or written—are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.
- F. **Extinguishment and Replacement.** This Agreement extinguishes and replaces any prior agreements between the Parties related to the services described herein upon the Effective Date hereof.
- G. **Modification.** Modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in a formal written amendment to this Agreement, properly executed and approved by all the Parties.
- H. **Independent Counsel—Costs.** The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief and knowledge, and such advice as it may have received from its own counsel, and that it has not been influenced by any representation or



statement made by the other Party or such Party's Affiliates, including its counsel. Each Party shall pay its own fees and expenses incurred in connection with the negotiation, drafting and execution of this Agreement, and in respect of the transactions contemplated by this Agreement (including, without limitation, attorney's fees and costs).

- I. Interpretation. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against any Party. This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.
- J. Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Party making such waiver, and any such waiver shall apply only to the specific occasion which is the subject of such waiver or consent and shall not apply to the occurrence of the same or any similar event on any future occasion. No delay express waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provision whether or not similar, and no waiver shall constitute a continuing waiver. Any delay in enforcement of any provision hereof shall not constitute a waiver thereof.
- K. Registration. During the term of this Agreement, Operator shall be registered as a business in good standing with the State of Vermont and be a recognized business entity authorized to transact business in the State.
- L. Severability. The invalidity or unenforceability of any provision of this Agreement or the agreement documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement
- M. Survival of Certain Terms. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after expiration or termination shall survive such expiration or termination and shall be enforceable by the Partners if Operator fails to perform or comply as required.
- N. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties, UVM and CC. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.
- O. Public Records. All records submitted to the Partners, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the Partners. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified by Operator, as shall all other records considered to be exempt under the Act. It is not sufficient to merely



state generally that a document or record is proprietary, a trade secret, or otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

- P. Relationship. The Parties agree that the Operator is an independent contractor. To that end, the Operator shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Operator shall provide its own tools, materials or equipment. The Parties agree that neither the Operator nor its principal is an employee of the Partners or any of their departments, agencies, or related entities. The Parties also agree that neither the Operator nor its principal is entitled to any employee benefits from the Partners. Operator understands and agrees that it and its principal have no right to claim any benefits under a Partner's employee retirement system, a Partner's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the Partners.
- Q. Accessibility. Operator shall comply with applicable federal and state disability laws by using commercially reasonable efforts to adhere to the Web Content Accessibility Guidelines 2.0 AA Standards published by the World Wide Web Consortium's Web Accessibility Initiative. In the event that the mobile application or web site is not in conformance with federal and state disability laws, policies, and regulations, then at Operator's sole expense Operator shall cooperate to (i) make modifications so as to be in conformance therewith and (ii) address the provision of equally effective access to the mobile application or web site for users with specific disability-related access needs.

14. Counterparts; Signature Pages. This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered with separate signature pages with the same effect as though all parties had executed and delivered the same signature page.



15. Signature. The parties hereby agree to the obligations and responsibilities outlined above.

Chapin Spencer, Director, Department of Public Works

Date

Sandy Thibault, Executive Director, CATMA

Date



Attachment 1: Ride Restrictions



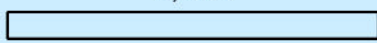
eBikeShare Restrictions

Type

-  No Ride Zone
-  Slow Ride Zone
-  Slow Ride Zone - Burlington Greenway
-  Limited Hub / Dock Access



6,000



Feet

Chittenden County RPC, VCGI, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



Attachment 2: Livable Wage Certification

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____ services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$16.98 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.09 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$16.98/hr

WHEN

employer *provides* employer assisted health insurance

\$18.09/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the LWO Landing Page (<https://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance>) or contact the LWO at their email address (livablewage@burlingtonvt.gov).

Livable Wage July 1, 2022 - June 30, 2023

Effective July 1, 2022



Attachment 3: Union Deterrence Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that _____
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent



Memo

Date: March 28th, 2023

To: Public Works Commission

From: Phillip Peterson P.E., Public Works Engineer

CC: Chapin Spencer, DPW, Director
Norm Baldwin, DPW, Division Director – Technical Services, City Engineer
Rob Goulding, DPW, Public Information & Customer Service Manager
Kara Alnasrawi, Business & Workforce Development, Director
Will Clavelle, Business& Workforce Development, Business Support & Policy Mgr.

Subject: North Winooski Avenue Parking Regulatory Changes Update

Project Update:

At the February 15, 2023 meeting, the Public Works Commission approved traffic regulations to facilitate the first phase implementation of the Winooski Avenue Transportation Study (<https://www.ccrpcvt.org/our-work/transportation/current-projects/corridors-circulation/winooski-avenue-corridor-study/>). The traffic regulation approvals include removing parking on the east side of North Winooski from Union to Riverside. By consolidating on-street parking to the west side of North Winooski Avenue between Union Street and Riverside Avenue, it will allow for the installation of bike lanes while retaining the majority of on-street parking resources for several demands and needs along this section of North Winooski Avenue. See Attachment-1.

The State of Vermont (VTrans) and the City will be repaving North Winooski Avenue in the summer of 2023. Based on public input, DPW Staff are proposing several other traffic regulation changes as well, see Attachment-2. The approved changes will not become effective until after paving is complete. Parking on the west side of the street will remain.

The physical design of an urban street like North Winooski Avenue poses a number of challenges for accommodating a broad range of transportation modes and a diversity of street users. Many of these challenges are a consequence of competing demands and desires within the street and a need to balance the needs of diverse uses. The time limited parking will help accommodate turnover needs for local restaurants, businesses, and non-profits. The vehicle loading zones will be used to accommodate the deliveries of businesses as well as customers and residents who need to do quick loading and unloading. The accessible (ADA) parking will accommodate ADA needs in the area.

Public Engagement:

DPW and Business & Workforce Development Staff have been involved in an ongoing public engagement effort. As it relates to the attached traffic regulation amendments; DPW and Business & Workforce Development Staff engaged local businesses directly on proposed traffic regulation amendments. DPW sought input from local businesses and residents on how the future North Winooski on-street parking, and the adjacent spaces on side streets, should be regulated. DPW Staff mailed flyers to residents and businesses on North Winooski between Union and Riverside. DPW also emailed local businesses, residents, and other interested parties in the City the proposed traffic regulation changes. Based on public input, Staff made some minor adjustments to the proposed traffic regulation amendments. Staff received several emails and phone calls as it relates to this project. The communications overall were relatively split between those supporting and opposing the project with a slight majority of communications supporting the reconfigured street to accommodate the bike lanes.

DPW Staff continue to work with private property owners on off-street shared parking opportunities.

- The City has provided a proposal to property owners to have the City manage off-street parking during off-peak times and share 80% of the revenues with the owner, see Attachment-3. Discussions with a couple businesses and organizations regarding this opportunity are continuing.
- One organization centrally located on the corridor has recently indicated to DPW that they will be offering adjacent businesses affected by the roadway changes an opportunity to use their parking lot during off-hours.
- Burlington Housing Authority has offered 6 off street spaces to the Community Health Center of Burlington and the two organizations are working out the details on this.

Don't hesitate to contact DPW Staff with additional ideas or contacts for exploring additional shared parking opportunities.

North Winooski Project Next Steps:

1. April 2023: Next City Council project update (as requested by a previous Council resolution)
2. Summer 2023: VTrans Class-1 Paving and Striping of North Winooski Ave.

Attachments:

1. Traffic regulation amendments.
2. Traffic regulations site map.
3. City shared parking proposal for North Winooski Ave property owners.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-three

A Regulation in Relation to

Rules and Regulations of the Traffic
Commission—
Section 7 No-parking Areas.
Section 7A Accessible spaces designated.
Section 9 Fifteen-minute parking.
Section 10 Two-hour parking.
Section 10-1 Time limits two-hour parking.
Section 11 One-hour parking.
Section 11-1 Thirty-minute parking
Section 12-1 No parking except vehicles
loading or unloading.

Sponsor(s): Department of Public Works

Action: Approved

Date: 2/15/2023

Attestation of Adoption:

Phillip Peterson, PE

Public Works Engineer, Technical Services

Published: _____

Effective: _____

It is hereby Ordained by the Public Works Commission of the City of Burlington as follows:

That Appendix C, Rule and Regulations of the Traffic Commission, Section 7 No-parking areas,
Section of the Code of Ordinances of the City of Burlington is hereby amended as follows:

Section 7 No parking areas.

No person shall park any vehicle at any time in the following locations:

(1)-(114) As written.

(114) ~~In front of the handicap walkway at 358 North Winooski Avenue for a distance of eight (8) feet. On the east side of North Winooski Avenue beginning at North Union Street and extending north to Riverside Avenue.~~

(115)-(286) As written.

(287) ~~In the space in front of 343 North Winooski Avenue.~~ Reserved.

(288)-(365) As written.

(366) ~~On the east side of North Winooski Avenue for a distance of 90 feet from North Union Street.~~ Reserved.

(367)-(450) As written.

(451) ~~On the east side of North Winooski Avenue for a distance of fifteen (15) feet immediately south of the driveway to 274 North Winooski Avenue.~~ Reserved.

(452)-(500) As written.

(501) ~~On the east side of North Winooski Avenue for a distance of fifty (50) feet in front of # 246.~~ Reserved.

(502)-(556) As written.

(557) ~~For twenty (20) feet south of the southernmost driveway entrance at 242 North Winooski Avenue.~~ Reserved.

(558)-(581) As written.

Section 7A Accessible spaces designated.

No person shall park any vehicle at any time in the following locations, except automobiles displaying special handicapped license plates issued pursuant to 18 V.S.A. § 1325, or any amendment or renumbering thereof:

(1)-(147) As written.

(148) ~~On the east side of North Winooski Avenue, in the space immediately north of the driveway to 264 North Winooski Avenue.~~ On the west side of North Winooski Avenue in the first space south of the driveway at 321 North Winooski Avenue.

(149)-(173) As written.

Section 9 Fifteen-minute parking.

(a) No person shall park a vehicle longer than fifteen (15) minutes, between the hours of 8:00 a.m. and 10:00 p.m., Sundays and holidays excepted, in the following areas:

(1)-(42) As written.

(43) ~~In the parking space in front of 366 North Winooski Avenue.~~ Reserved.

(44)-(60) As written.

(61) ~~In the parking space in front of 294 North Winooski Avenue.~~ Reserved.

(62)-(75) As written.

(76) ~~In the parking space in front of 236 North Winooski Avenue.~~ Reserved.

(77)-(126) As written.

(b) No person shall park any vehicle, at any time, longer than fifteen (15) minutes at the following locations:

(1)-(19) As written.

(20) ~~In the 2 spaces between the driveways at 294 North Winooski Avenue.~~ On the west side of North Winooski Avenue in the sixth and seventh space north of the driveway at 321 North Winooski Avenue from Noon to 9 p.m.

(21)-(34) As written.

(c)-(d) As written.

Section 10 Two-hour parking.

No person shall park a vehicle for a period longer than two (2) hours between the hours of 8:00 a.m. and 6:00 p.m., Sundays and holidays excepted, in the following locations:

(1)-(18) As written.

(19) ~~On the east side of North Winooski Avenue beginning sixty (60) feet south of Riverside Avenue and continuing for sixty (60) feet south.~~ On the west side of North Winooski Avenue in the first three (3) spaces south of Riverside Avenue.

(20) As written.

Section 10-1 Time limits two-hour parking.

No person shall park a vehicle for a period longer than two (2) hours in the following locations:

(1) On the west side of North Winooski Avenue in the first four (4) spaces north of the driveway at 321 North Winooski Avenue from Noon – 9 p.m.

(2) On the south side of Archibald Street in the first three spaces west of North Winooski Avenue from 3 p.m. – 9 p.m.

(3) On the west side of North Winooski Avenue in the first four (4) spaces north of the driveway at 241 North Winooski Avenue from 3 p.m. – 9 p.m.

(4) On the west side of North Winooski Avenue in the first two (2) spaces north of Decatur Street from 5 p.m. – 9 p.m.

(5) On the north side of Decatur Street in the first two (2) spaces west of North Winooski Avenue from 5 p.m. – 9 p.m.

Section 11 One-hour parking.

(a) No person shall park a vehicle for a period longer than one (1) hour between the hours of 8:00 a.m. and 6:00 p.m., Sundays and holidays excepted, in the following locations:

(1)-(11) As written.

(12) ~~On the north side of North Winooski Avenue in the first three (3) spaces south of Riverside Avenue.~~

(13) As written.

(b)-(e) As written.

Section 11-1 Thirty-minute parking.

No person shall park any vehicle, at any time, longer than thirty (30) minutes at the following locations:

(1)-(15) As written.

(16) ~~On the west side of North Winooski Avenue in the second and third space south of the driveway at 241 North Winooski Avenue. The restriction is in effect Monday through Friday, 7:30 a.m. to 9:30 a.m. and 3:30 p.m. to 5:30 p.m., holidays excepted.~~ On the south side of Riverside Avenue in the first three spaces west of North Winooski Avenue. The restriction is in effect Monday through Friday, 9:00 a.m. to 4:00 p.m., holidays excepted.

(17) As written.

Section 12-1 No parking except vehicles loading or unloading.

No person shall park a vehicle at the following locations unless engaged in loading or unloading the vehicle:

(1)-(28) As written.

(29) ~~On the east side of North Winooski Avenue in front of 258 North Winooski Avenue starting immediately south of the 258 North Winooski Avenue parking lot entrance and extending sixty (60) feet southward between the hours of 8:00 a.m. and 10:00 a.m. and between the hours of 2:00 p.m. and 4:00 p.m. Monday through Friday.~~ On the west side of North Winooski Avenue in the fifth, sixth, and seventh space north of the driveway at 321 North Winooski Avenue from 7 a.m. – Noon.

(30) ~~Reserved.~~ On the west side of North Winooski Avenue in the first two (2) spaces south of the driveway at 237 North Winooski Avenue from 7 a.m. – 2 p.m.

** Material stricken out deleted.

*** Material underlined added.



SCALE: 1" = 80'



NORTH WINOOSKI AVENUE
PARKING REGULATORY
CHANGES



**BURLINGTON
PUBLIC WORKS
ENGINEERING DIV.**

645 PINE STREET
BURLINGTON, VT 05401
(802) 863-9094
(802) 863-0466 (Fax)

DESIGNED PMP	
DRAWN PMP	SCALE 1"=80'
CHECKED CS	DRAWING NO.
DATE 02/15/2023	SHEET 1 OF 2



SCALE: 1" = 80'



NORTH WINOOSKI AVENUE
PARKING REGULATORY
CHANGES



**BURLINGTON
PUBLIC WORKS
ENGINEERING DIV.**

645 PINE STREET
BURLINGTON, VT 05401
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DESIGNED PMP	
DRAWN PMP	SCALE 1"=80'
CHECKED CS	DRAWING NO.
DATE 02/15/2023	SHEET 2 OF 2



City of Burlington Parking Services

645 Pine Street Burlington VT 05401 :: www.burlingtonvt.gov/DPW/parking



North Winooski Stakeholders – Support Your Neighbors & Your Business!

In recognition of the upcoming 2023 paving project that will consolidate on-street parking to the west side of North Winooski Avenue between Union and Riverside, the City's Parking Services team is ready to offer North Winooski Avenue property owners simple, income-producing management services for your parking lots to maximize off-street parking.

In talking with many entities along the corridor in 2022, the concept of opening parking lots to public use seemed daunting and complex. We've listened. **The City's Parking Services can manage parking for property owners or businesses and provide 80% of the net parking revenue to the host entity.**

You're in control. Property owners / businesses set the parameters of what public parking you'd allow, when you'd allow it and under what terms. Specifically, you:

- ✓ Decide the times when your lot has extra capacity and you'd welcome public parking and/or permit parking – maybe nights and weekends
- ✓ Tell us when you want us to enforce to ensure proper use and payment of lot and whether you want us to tow
- ✓ Tell us whether you want to allow general public parking or just a certain number of pre-paid monthly permits
- ✓ Receive 80% of all net parking revenues from your lot through our parking payment platform
- ✓ End the public parking arrangement, when desired, with two weeks' notice

For all options, the City is ready to:

- Provide lot signage (related to the public parking rates and terms)
- Provide the payment system (mobile pay through ParkMobile only)
- Provide enforcement and towing services
- Provide the host entity a check quarterly for 80% of the net revenue collected from your lot

Owners will need to:

- Sign an agreement with the City of Burlington Parking Services
- Continue maintenance of the parking facility
- Continue insurance coverage on the property
- Designate a point person to work with Parking Services

Revenue generated by enforcement will be kept by Parking Services to cover enforcement activities.

Want to discuss this opportunity more? Reach out any time!

Jeff Padgett, Division Director for Parking and Traffic, jpadgett@burlingtonvt.gov, 802-863-0460

Brendan, Karen,

On February 16, 2023, the Ward 5 NPA, at their regularly-scheduled meeting, passed unanimously the following resolution addressed to the Public Works Commission and the City Council:

To the Burlington Public Works Commission and the Burlington City Council:

Community activist, former transportation planner, and former NPA Steering Committee member Tony Redington passed away this summer. In recognition of Tony's decades of tireless advocacy on behalf of pedestrian and bicycle safety, his commitment to transportation equity, and his years of teaching Burlington residents about the efficiency and elegance of roundabouts, the Ward 5 Neighborhood Planning Assembly hereby requests that the Shelburne Street Roundabout be officially designated the "Tony Redington Roundabout."

As Chair of the Commission and President of the Council, would you please transmit this resolution to the members of your respective bodies and include it in the Consent Agenda and minutes of your next meeting?

Thank you very much.

Andy Simon (for the Ward 5 NPA Steering Committee)



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 Mark Barlow, Chair, *North District*
Councilor Gene Bergman, *Ward 2*
Councilor Karen Paul, *Ward 6*

Inquiries:
Madeline Suender
802.735.5324
msuender@burlingtonvt.gov

Transportation, Energy and Utilities Committee of the City Council
Tuesday March 28, 2023 - 5PM

DPW Front Conference Room
645 Pine St, Burlington, VT 05482
Masks Optional

Join via Zoom, <https://us02web.zoom.us/j/84603122855>

To call into the meeting, including to speak during public comment:

Phone number: 312-626-6799, Webinar ID: 846 0312 2855

If you prefer to attend in a physical location, you may join us at 645 Pine St in the front conference room

–DRAFT AGENDA–

1. **Agenda**
2. **Minutes of [2/22/23](#)**
3. **Public Forum**
4. **VPSP2 – Colchester Pearl Intersection**
 - Laura Wheelock/Phillip Peterson
 - Action
 - 10 minutes
 - [Memorandum](#)
5. **VPSP2 – Colchester Barrett Intersection**
 - Laura Wheelock/Maddy Suender
 - Action
 - 10 minutes
 - [Memorandum](#)
6. **Airport Emissions**
 - Nic Longo
 - Information
 - 30 minutes
7. **Shelburne Street Roundabout Naming:**
 - [Informational](#)
 - Councilors
8. **Written Reports:**
 - [N Winooski Ave Update](#)
 - [Bike Share MOU with CATMA Update](#)
9. **Director's Report**
10. **Councilors' Update**
11. **Next Meeting 4/25/23**
12. **Adjourn**



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7010

TTY (802) 865-7140

MEMORANDUM

TO: Transportation, Energy and Utilities Committee Members

FROM: Lori Olberg, Licensing, Voting and Records Coordinator

DATE: February 7, 2023

SUBJECT: 02/06/23 City Council Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington

Enclosed please find a copy of the communication that was referred to your Committee for further review and engagement. Please keep this as part of your records.

Thank you.

The following Resolutions were adopted by unanimous consent at the Wards 2/3 Neighborhood Planning Assembly held on Thursday, January 12th, 2023:



Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington:

Community advocate, former transportation planner, and former NPA Steering Committee member Tony Redington passed away this summer. In recognition of Tony's decades of tireless advocacy on behalf of pedestrian and bicycle safety; his commitment to transportation equity; and his vocal support of roundabouts, the Wards 2 & 3 Neighborhood Planning Assembly hereby requests that the Shelburne Street Roundabout be officially designated the "Tony Redington Roundabout."

Ward 2/3 NPA Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium:

WHEREAS the residents of Burlington have identified support for the performing arts and youth programming as two of the top six priorities for a restored Memorial Auditorium;

WHEREAS the City of Burlington put forth a request for proposals for Memorial Auditorium and a local non-profit, Big Heavy World, has proposed the reinstatement of youth music and youth led programming in response to resident priorities and the City's request;

WHEREAS the proposal from Big Heavy World is compatible with other proposals and can be incorporated into future proposals and programming proposed by other developers;

BE IT RESOLVED that the Wards 2/3 Neighborhood Planning Assembly (NPA) supports the proposal from Big Heavy World to re-establish the teen youth center formerly known as 242 Main St located in lower level of Memorial Auditorium.

BTV Sustainability Management Plan

Update to the Transportation, Energy, and
Utilities Committee

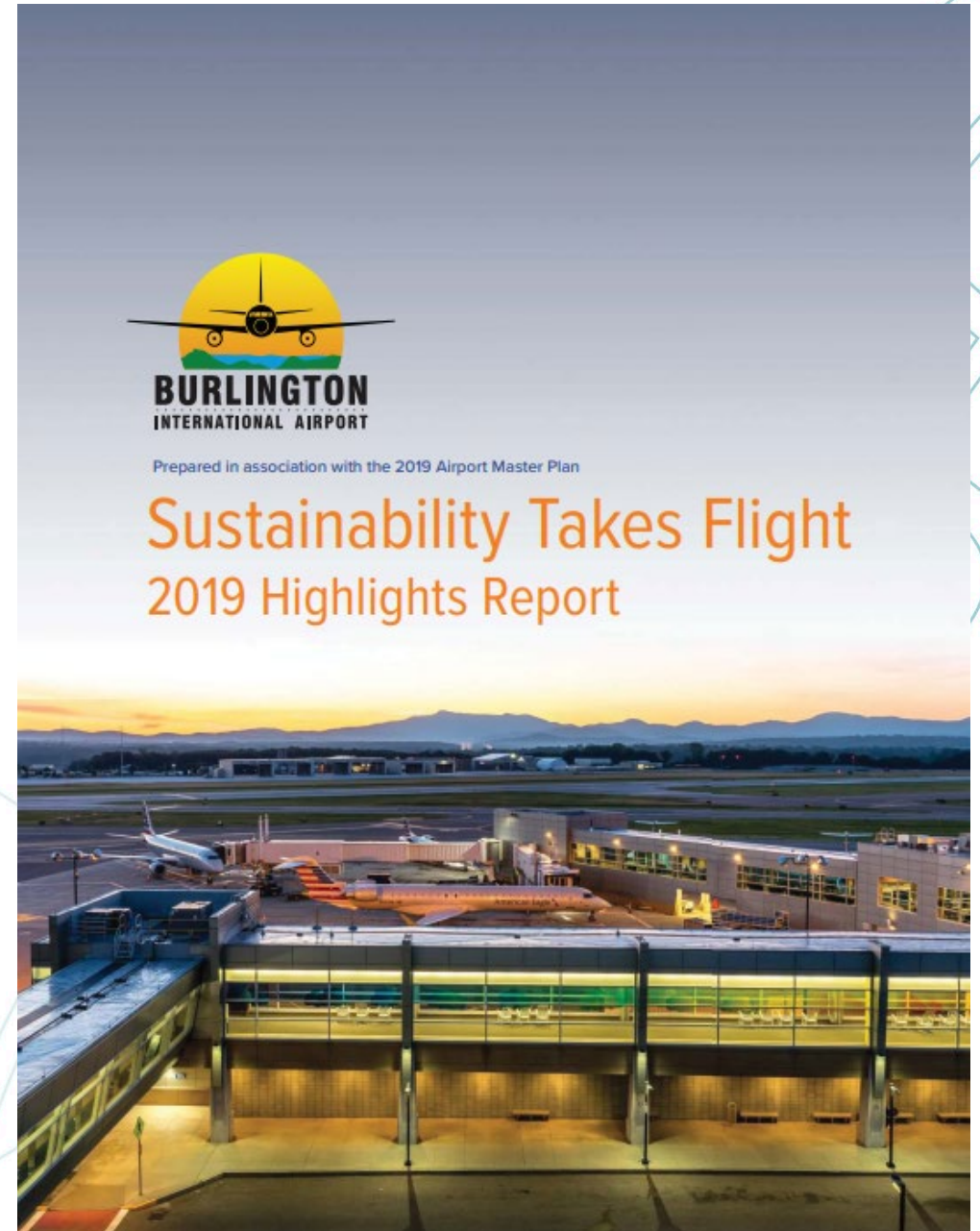


Presented by
Donny Goris-Kolb, LEED AP O+M, ENV SP
Meghan Wrenn, ENV SP
March 28, 2023

BTV Sustainability Program

Project Overview

- Baseline Studies
 - **Energy/Greenhouse Gas (GHG) Emissions**
 - Waste Management
 - Ground Transportation
 - Water Resources
 - Passenger Experience
- Development of a Sustainability Policy and Goals
- Identification and Evaluation of Strategies
- Action Phasing
- Program/Performance Monitoring
- Prepare Sustainability Management Plan
- General Assistance Services

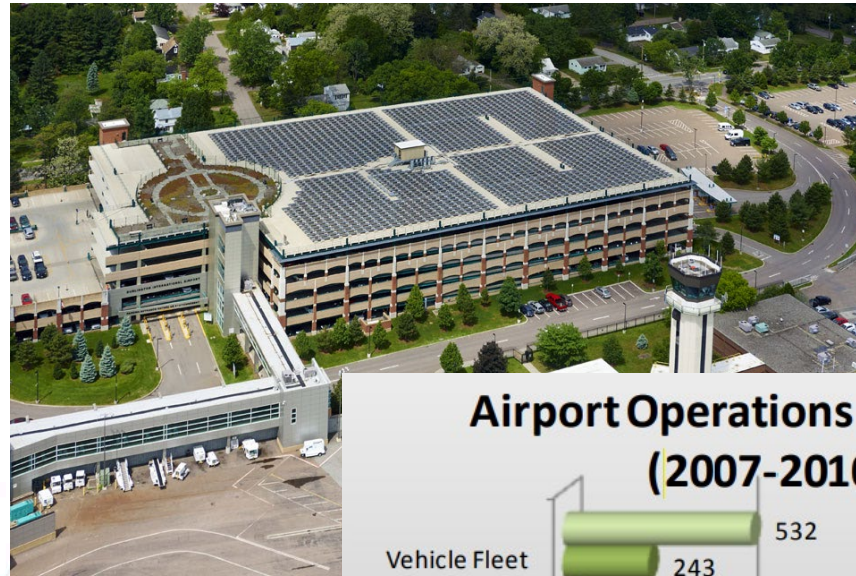


BTV Sustainability Program – GHG Emissions Inventory

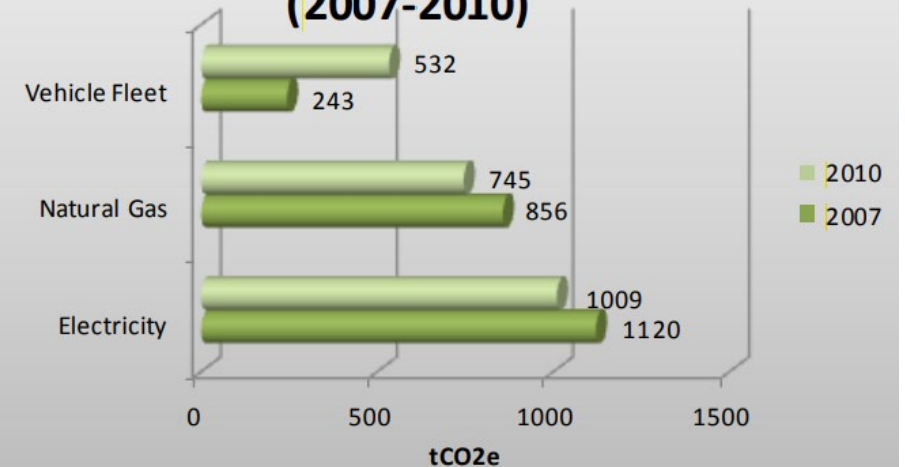
Previous GHG Inventory: 2010

Inventory Purpose (2019 Baseline)

- Identify current sources of carbon dioxide (CO₂) and other GHGs generated at BTV
- Quantify GHG emissions from Airport-wide activities
- Compare 2019 emissions to the 2010 baseline and observe trends, as possible
- Use this information to evaluate the impact of policies and programs aimed at reducing emissions and reaching the Airport's sustainability goals



Airport Operations Emissions (2007-2010)



Source: City of Burlington Climate Action Plan (c. 2012)

BTV Sustainability Program – GHG Emissions Inventory

Scopes and Sources

- **Scope 1:** direct emissions by airport operator (BTV)
 - (1) fuel necessary to power airport-owned vehicles and equipment, such as diesel and gasoline
 - (2) direct energy necessary to power airport facilities, such as natural gas and fuel oil used for heating
- **Scope 2:** indirect emissions from purchased electricity supplied by the grid
- **Scope 3:** indirect emissions associated with airport activities but not directly attributed to airport operator, such as:
 - (1) tenant emissions
 - (2) aircraft activity
 - (3) public ground transportation
 - (4) off-site waste management

Owning/Controlling Entity	Source	Scope
Airport Operator	Aircraft (only aircraft owned by the airport operator; a few airport operators fly aircraft that they own)	Scope 1
	APU	Scope 1
	GSE	Scope 1
	GAV	Scope 1
	Stationary Sources	Scope 1 (electricity consumed in Scope 2)
	Fire Training	Scope 1
	Construction	Scope 1
	Waste Recycling	Scope 3
	Other	Scope 1/2/3
Tenant (includes airlines, government, concessionaires, aircraft operators, fixed-based operators, etc.)	Aircraft	Scope 3
	APU	Scope 3
	GSE	Scope 3
	GAV	Scope 3
	Stationary Sources	Scope 3
	Construction	Scope 3
	Waste Recycling	Scope 3
	Other	Scope 3
Public	GAV	Scope 3

BTV Sustainability Program – GHG Emissions Inventory

ACI – Airport Carbon Accreditation Program

- Global carbon management certification program for airports
- Covers the operational activities that contribute most to carbon emissions
- Common framework includes 6 Levels

Airport Carbon and Emissions Reporting Tool (ACERT)

- A self-contained Microsoft Excel spreadsheet that enables an airport operator to calculate its own greenhouse gas (GHG) emissions inventory



GHG Emissions Inventory

Preliminary Results



How GHG Emissions Are Calculated:

The basic equation for calculating GHG emissions is:

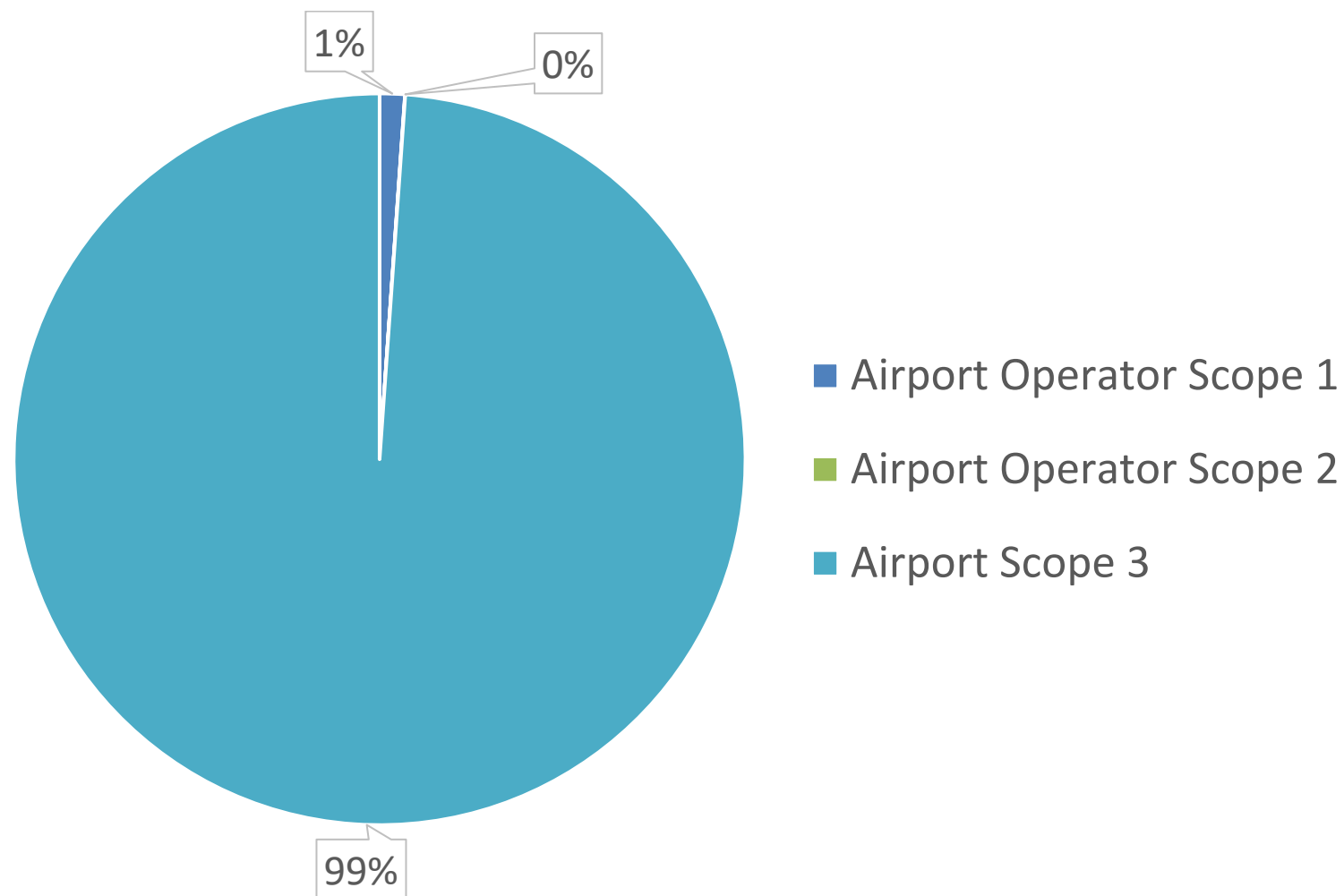


- **Activity data** refers to measurements of energy use or other GHG emissions-generating processes, such as fuel consumption, electricity consumption, vehicle miles traveled, and tons of waste generated.
- **Emission factors** are used to convert activity data into amounts of emissions generated by the activity (for example, pounds of carbon dioxide per megawatt hour of electricity).
- Emissions are reported using the unit of **metric tons of carbon dioxide equivalent (MT CO₂e)**. Methane (CH₄) and nitrous oxide (N₂O) are converted to MT CO₂e based on their “global warming potential” relative to carbon dioxide.

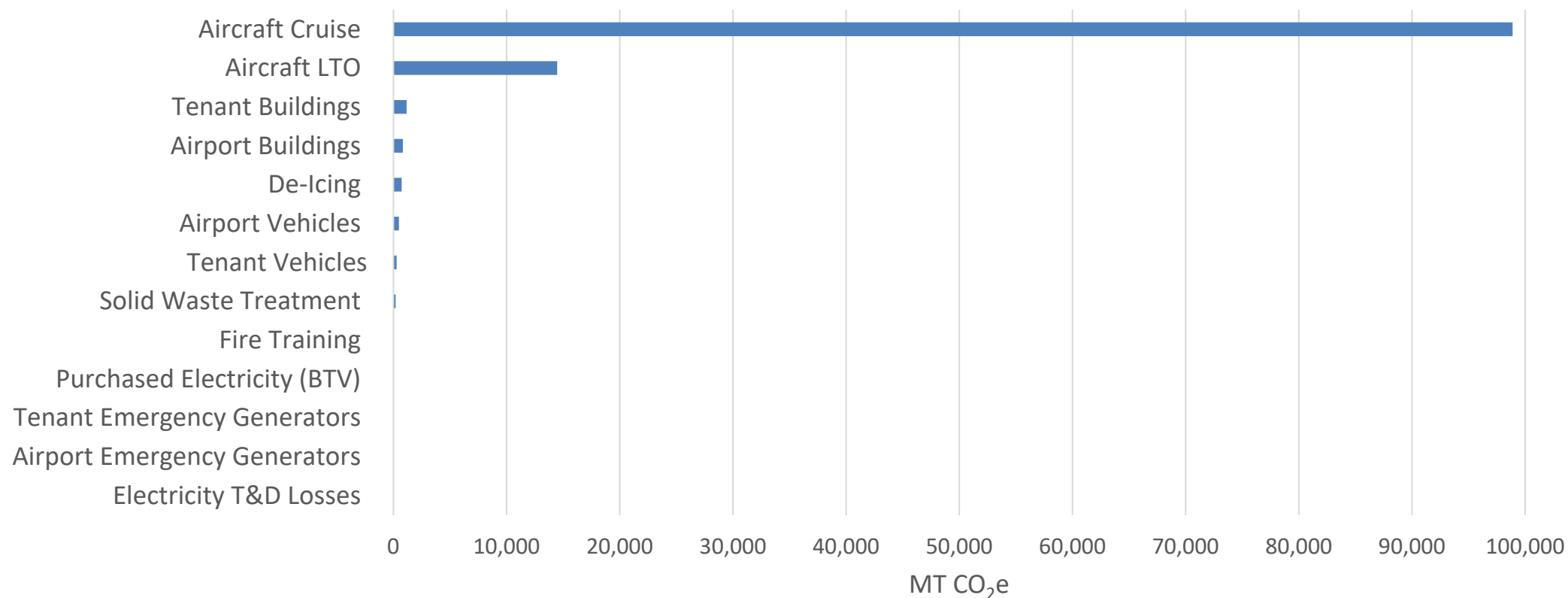
2019 GHG Emissions Inventory Results by Scope

Total emissions for calendar year 2019 were estimated to be **118,538** metric tons of carbon dioxide equivalent (MT CO₂e).

1.1 percent of emissions can be directly attributed to BTV as Scope 1 and 2 emissions, while **98.9 percent** of emissions were associated with Scope 3 activities.



2019 GHG Emissions Inventory Results by Source



The largest source of emissions was **Aircraft Cruise** (i.e., full flight) emissions, based on aircraft fuel uploaded at BTV in 2019. This does not include **Aircraft LTO** emissions (i.e., takeoff, climb out, and approach up to 3,000 ft), which is the next largest source of emissions.

Scope 1 & Scope 2 Activity Data

In 2019, BTV consumed:

- 45,044 gallons of **diesel** and 2,580 gallons of **gasoline** to power Airport-owned vehicles and equipment
- 58 gallons of **diesel** for emergency power generation units
- 155,248 CCF of **natural gas** for heating Airport-operated buildings
- 4,752,862 kWh of **electricity** purchased from the grid
- 586,151 kWh of **solar power** generated at the Airport parking garage

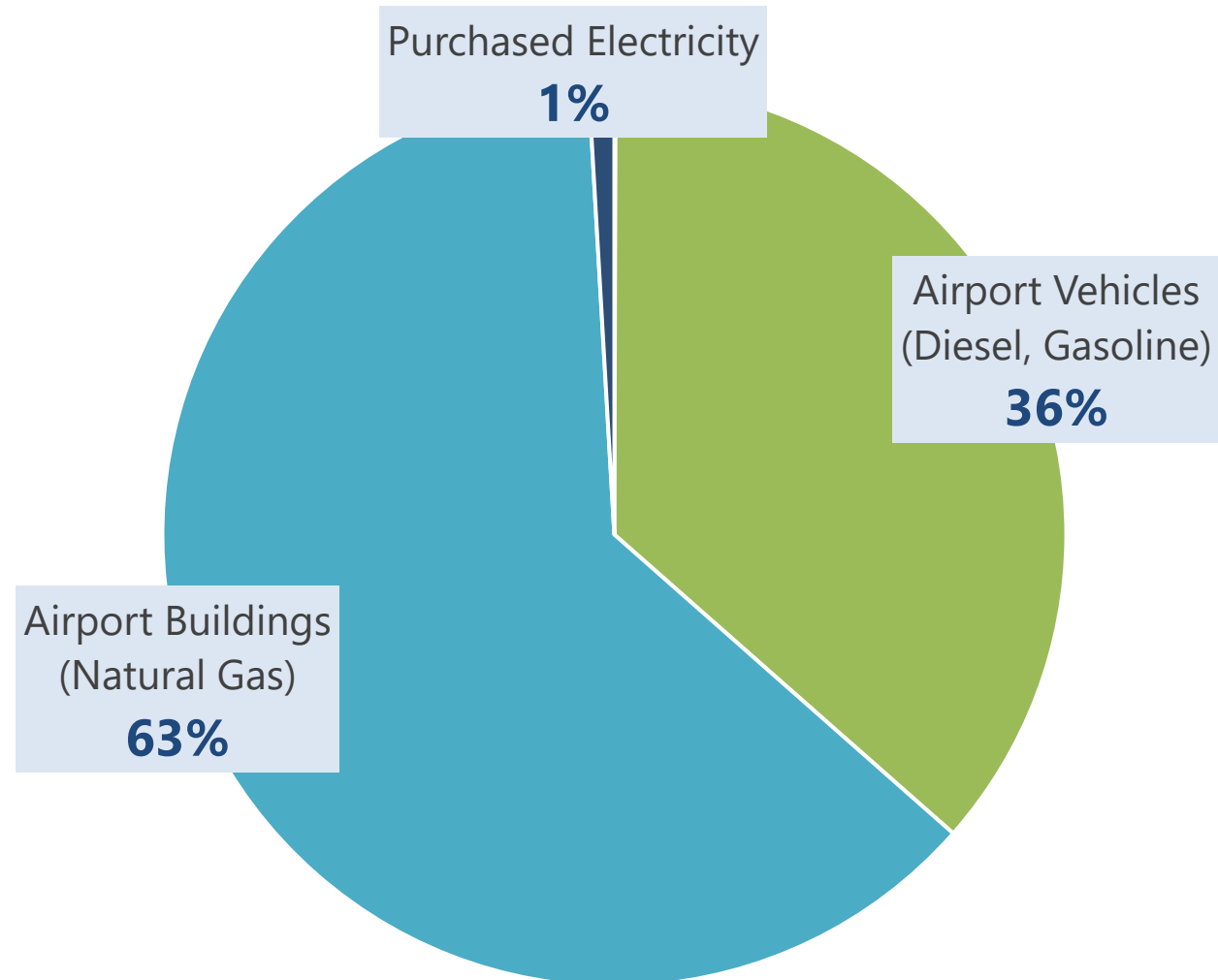


2019 Scope 1 & Scope 2 GHG Emissions

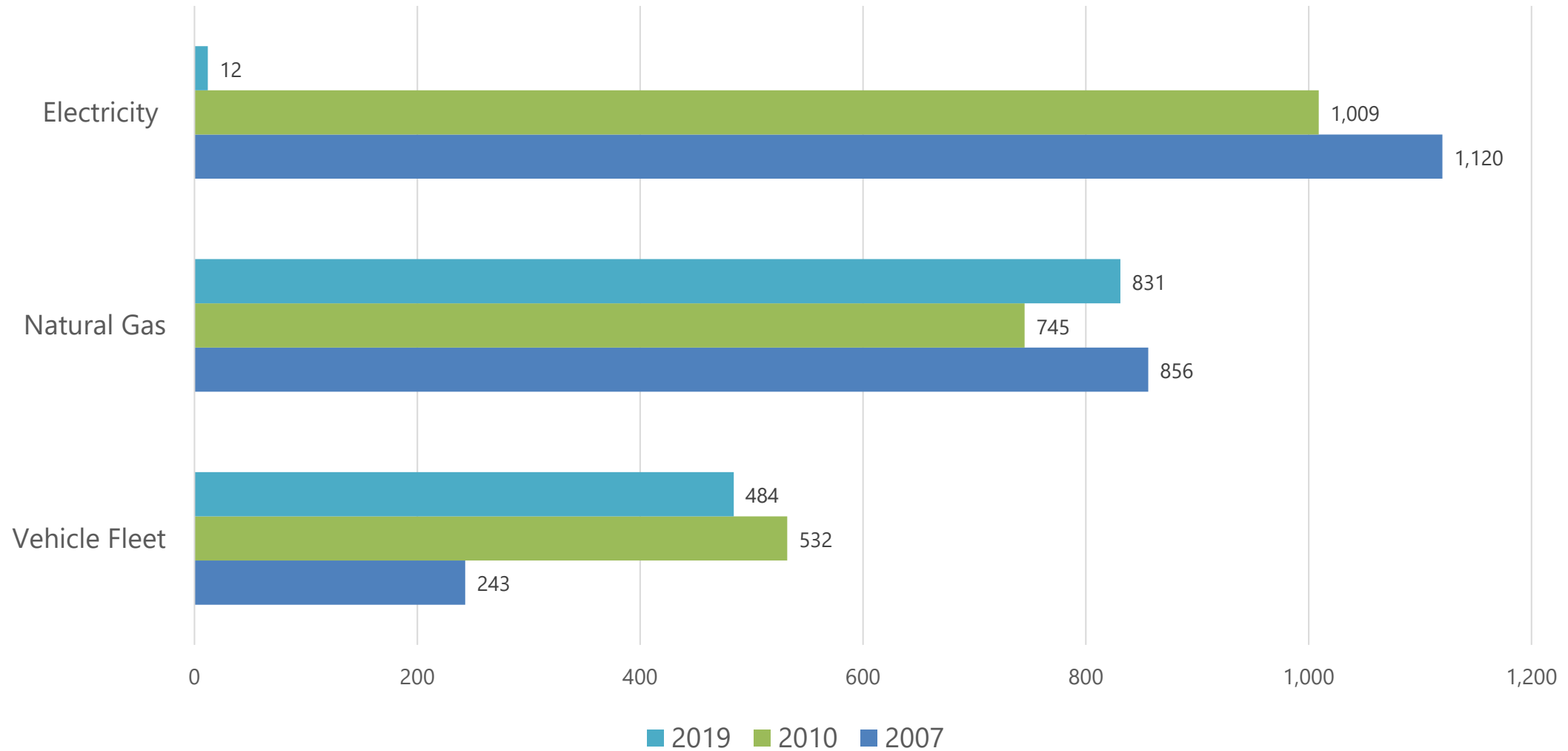
Total Scope 1 & Scope 2 emissions were estimated to be **1,328** MT CO₂e.

Scope 1 sources, including natural gas used for heating and diesel and gasoline consumed in Airport-operated vehicles and equipment, accounted for 43 percent of Airport Operator emissions.

Scope 2 emissions from purchased electricity accounted for 57 percent of Airport Operator emissions.



Airport Operations Emissions Over Time (MT CO₂e)



Scope 3 Activity Data

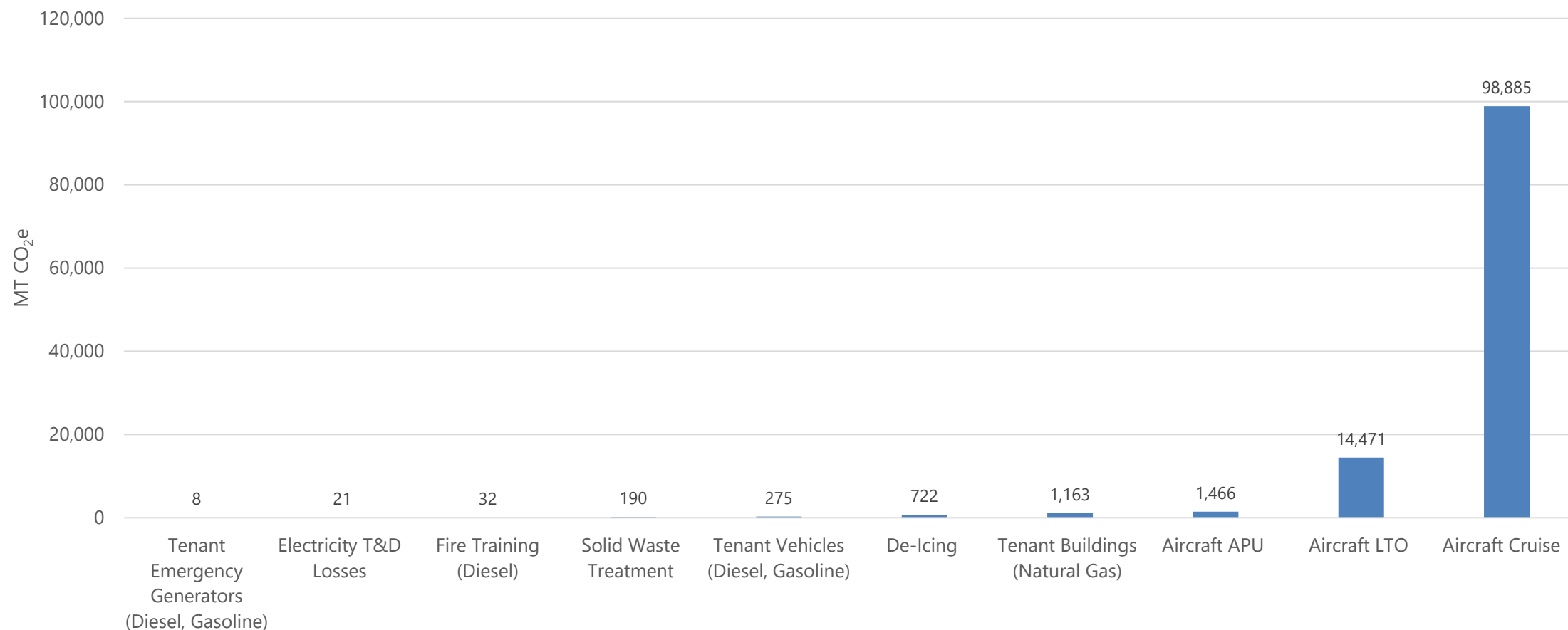
- There were an estimated 66,961 **aircraft movements** at the Airport in 2019
- Approximately 11,685,700 gallons of **Jet-A1** fuel and 129,459 gallons of **AvGas** were dispensed to aircraft at BTV, including fuel dispensed by VTANG
- The Airport generated an estimated 132 tons of **trash**, which is sent to the landfill at Coventry, and 31 tons of **compost**
- 219,760 gallons of **de-icing chemicals** were used for aircraft de-icing
- VTANG-operated vehicles and equipment consumed 16,447 gallons of **diesel** and 11,998 gallons of **gasoline**
- VTANG buildings consumed 217,248 CCF of **natural gas** for heating
- 3,118 gallons of **diesel** were used for fire training purposes, run by VTANG
- 679 gallons of **diesel** and 49 gallons of **gasoline** were used for VTANG emergency power generation units



Aircraft Operations Breakdown by Category

Category	Operations	Percent of Total
Air Carrier	12,614	18.8%
Air Taxi	15,760	23.5%
General Aviation	33,615	50.2%
Military	4,972	7.4%
Total	66,961	

2019 Scope 3 GHG Emissions



Total Scope 3 emissions were estimated to be **117,231** MT CO₂e. Of this total, **98 percent** were associated with aircraft operations from LTO, flight, and APU time.

Emissions Sources Not Included

- Refrigerants (Scope 1)
- Wastewater Treatment (Scope 3)
- Airport Construction / Contractor Emissions (Scope 3)
- Employee Commuting (Scope 3)
- Visitor Vehicle Access / Ground Transportation (Scope 3)
- Staff Business Travel (Scope 3)



Next Steps

- GHG Emissions Inventory and Analysis
 - Refine procured electricity data from GMP
 - Identify percentage of aircraft emissions per group
 - Pursue ACA application submission and inventory verification
- Sustainability Management Plan
 - Continue data collection for other focus areas (i.e., water, waste, etc.)
 - Advance SMP through development of goals and strategies and action phasing

Thank You



To the Transportation, Energy & Utilities Committee:

I am here officially, as a member of the Ward 5 NPA Steering Committee, to urge action on the resolution that our NPA passed unanimously on February 16, 2023. That resolution, addressed to the City Council and the Public Works Commission, asks that the new Shelburne St. Roundabout be renamed the “Tony Redington Roundabout” in honor of that intrepid Burlington advocate for roundabouts who died last year.

Unofficially, I am here to tell you that Tony did not care so much for symbolic gestures like this renaming (although it’s still a good idea). And also to let you know that, without a doubt, Tony’s ghost will haunt incessantly all city, state and federal transportation planners as well as local decision makers (like you) if this turns out to be the last roundabout built in Burlington. Though I suspect that your committee mostly hears the complaints, everyone I talk to LOVES the new roundabout in our neighborhood. What they don’t know is that most roundabouts would not entail relocating and rebuilding so many underground utilities and would not require moving so much contaminated soil from old gas stations. They don’t know that most roundabouts would not take three years of disruption to construct.

As a former transportation planner himself, Tony had a deep appreciation for the elegance and efficiency of roundabouts as a tool for moving traffic across the land. He knew, from extensive study, that the safety of pedestrians, cyclists and motor vehicle drivers is enhanced by using roundabouts in place of traffic signals. However, Tony’s core motivation was a belief in justice and equity. He cared about the safety of communities who are often forgotten or devalued by planners. He knew that these are the people in our city who most often walk, bike and live on the busiest, oldest streets.

So, yes, please move ahead expeditiously with the designation of the “Tony Redington Roundabout,” recommended by the Ward 5 and Wards 2&3 NPAs. But, after that, what will you do to become advocates for Tony’s vision of Burlington? How can you lead to make sure that one, two, many roundabouts sprout up all over our neighborhoods as symbols of prioritizing safety and health for all our residents. What are the roundabouts that are already planned for our streets (North Avenue? Colchester Avenue?) and how can you move them forward? What about Pine St. and Lakeside Avenue, Pine and Maple, Pine and Queen City Park Road??

With all the other demands on you, I hope that implementing this vision can become a priority for the City Council. Let me know how I can support you. Thank you all for your service to our city.

Andy Simon
54 Locust Street

March 28, 2023



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

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Councilor Gene Bergman, Ward 2
Councilor Karen Paul, Ward 6

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Transportation, Energy and Utilities Committee of the City Council
Tuesday March 28, 2023 - 5PM

DPW Front Conference Room
645 Pine St, Burlington, VT 05482
Masks Optional

–DRAFT MINUTES–

Call to order at 5:07PM Councilor Paul not present for start of meeting.

1. Agenda

Councilor Bergman moves to adopt agenda. Seconded by Chair Barlow. All in favor. Passes unanimously.

2. Minutes of 2/22/23

Councilor Bergman moves to approve minutes. Seconded by Chair Barlow. All in favor. Passes unanimously.

3. Public Forum

Catherine Bock – F35 – Traumatic to experience noise and sight. Basing in a large city is not appropriate. Have heard the City of Burlington could change this location and would like that to be done.

Andy Simon – See supporting documents from meeting for public comment regarding support for naming roundabout after Tony Redington.

Andrew Champagne – Ward 2/3 NPA – Testament to Tony Redington's life and work. Tony always had an interest in roundabouts and was always pushing roundabout and bike lanes. Lived simply and cared about the people. Tony was the catalyst to getting funds for food for NPA Meetings from the City. The Redington Roundabout would be fantastic.

Erica V – F35 and emissions issues. Can hear them from Hinesburg and UVM when working. Traumatic to experience. Causing violence and emission with environmental impacts. Anti-war. Impacting environment and children.

Dan Castrigano – Concerned with F35s. Report was not posted with enough advance of meeting. Airport commission planning for decades of expansion. Report does not include all impacts from jet emissions. Would like to have a number on biofuels and comparison to how much biofuel is used vs all fuel. Need to degrow aviation sector. City Council should address that the Net Zero Road map does not include airport emissions.

James Leas – Airport report relies on fuel that is dispensed at the airport which is not standard way aircraft emissions are measured. We don't know the fuel used for each of the categories of air travel. Type of air craft milage, distance to destination and number of flights can go into calculating gallons of gas used. This report should be rejected.

Councilor Paul arrives at 5:28PM

Public comment closed at 5:29PM.

4. VPSP2 – Colchester Pearl Intersection

- Laura Wheelock/Phillip Peterson
- Action
- [Memorandum](#)

Laura Wheelock provides overview of memo – VPSP2 process and history of project.

Councilor Gene Bergman – Questions regarding specifics of roundabout vs preferred alternative.

Laura Wheelock - The preferred alternative is alternative 1. The process was before my time. For Roundabout, the volume of pedestrians related traffic will lock up the traffic pattern and promote other bad behavior. Also concern with how close the roundabout comes to historic buildings. Alternative 1 was preferred over the others as it has slightly smaller footprint with shorter crossing distance. Also, best for signal timing, smaller intersection is more efficient.

Councilor Karen Paul – Minor vs major collector and categorization. Will forward email with specifics about correction in the memo.

LW – We have time to do that in advance of Council meeting in mid-April as this is just a draft. We can review this with CCRPC.

Councilor Bergman moves to accept staff recommendation for alternative one with the change in the memo reflecting Barbra Hedricks' request in her email. Seconded by Councilor Paul all in favor passes unanimously.

Item closes 5:44PM

5. VPSP2 – Colchester Barrett Intersection

- Laura Wheelock/Maddy Suender
- Action
- [Memorandum](#)

Laura Wheelock provides overview of memo – VPSP2 process and history of project.

Laura Wheelock – Alternative 1 is preferred alternative. Roundabout didn't work with geometry, grade, pedestrian and vehicle volume. This project is very specifically the intersection. Separate from RAISE Grant for Winooski bridge.

Director Chapin Spencer– Some of the challenges with roundabout alternative were the large amount of retaining walls, likely taking the residential structure and multi lane roundabouts which do not have safety improvements for pedestrians.

Councilor Gene Bergman – Support a roundabout here and would not support either of the other two alternatives.

Councilor Karen Paul – Removing a house would be a large, time-consuming effort.

GB – Roundabout is twice as expensive. What would Burlington's share be?

LW – Costs are from 2019. At the moment there is no cost share. Would need to reopen the scoping study to look at a different alternative.

Christine Forde, CCRPC – VTrans requires a cost benefit analysis and this would have to be reevaluated if roundabout is chosen. VPSP2 process has accepted this project but it does not account for going back to scoping so it is unsure what would happen if we switched alternatives.

GB – Question about where alternatives came from.

LW – Come from concluded scoping study. March of 2019 City Council accepted alternative from study where we then applied to State for grants. If we want to pull this then we need to reopen scoping, have new public process and then reapply to VTrans.

CF – All of these documents came from original scoping study and have been made available originally.

MB – Concerned with this being in progress and having preliminary approval. If we reopen, we introduce uncertainty around future of project. Is there info we can get on impacts of this from VTrans before we make a decision?

LW – VPSP2 project is new to VTrans and this is first pilot year for intersections. In theory if this piloting project is successful, there will be future opportunities but since program is new, we don't know. Winooski Bridge project proximity to this intersection has allowed both projects to work together to allow designs to inform each other and be constructed alongside each other which has been in our favor thus far.

Andy Simon – In support of roundabout here.

KP – Staff find out what is involved and get more info to TEUC. Would like to know current costs.

LW– Staff will come back in April for TEUC with more info from VTrans.

Councilor Paul makes a motion to postpone to April TEUC. Seconded by Councilor Bergman. Passes unanimously.

Ends 6:07PM.

6. Airport Emissions

- Nic Longo
- Information
- [Presentation](#)

Overview of slides by VHB by Donny Goris-Kolb and Meghan Wrenn, VHB - Next steps are to go into details of make-up of emissions for each source.

Nic Longo – Airport's goal is to finish Sustainability Plan. Get actionable policies in place, and continue to work with partners on scope 3 deductions. We cannot be alone in this endeavor; airlines need to be involved. Focusing on scope 1 and 2 since this is what we can control.

Councilor Karen Paul – Questions about timeline for getting other info and next steps. Data collection and a report? Breaking down airport emission by group?

NL – Hope to finish Sustainability Plan this summer concurrently with Greenhouse gas emissions. Plan shared and updated as it changes.

KP – Would like info and percentage of emissions by group. Would like to see military impacts.

Councilor Gene Bergman – Should take criticism heard seriously. Getting info sooner that may not be fully complete may be helpful and keep momentum. Would like to know more about policies that we have in place, are in the process implementing, possible policies, and some out of the box thinking for all three scopes.

KP – Sustainable aviation fuel, is the reason why we don't have it at BTV cost or equipment or both?

NL – Both and supply. Not yet scaled largely, no supply on east coast.

KP – Is there any fuel at larger airports that we can give an incentive to an airline to encourage them to take fuel with them if there is any advantage to this?

NL – Can look into incentives written into contracts.

KP – Car rental approach was creative in dealing with airlines, which worked 4 years ago. Think this should be a priority.

NL – Currently negotiating with airlines. Incentivizing not just fuel use but also ground support equipment and electric alternatives, recycling plants and deicing.

GB – Forwarded email from Pike Porter and would like it addressed after the meeting.

Chair Mark Barlow – Thank you for update and incorporating input into plan. Had indicated some airports do include scope three emissions, can you speak to how many are?

Donny Goris-Kolb – As you advance through levels of Airport Carbon Accreditation Program (ACA) they do require tracking this. Many airports don't report specifically the cruise. Scope 3 reporting is not consistent across airports. The profile for Burlington is different because Scope 1 and 2 are so much smaller which makes Scope 3 so much larger as a percentage. Scope 3 emissions at 80% is what we typically see for other airports.

MB – Why doesn't ACA include military?

DGK – It might be so they can compare their airport reports more easily but just a guess.

MB – Sustainable aviation fuel – is this biofuel?

DGK – Yes, it is about 80% reduction in greenhouse gas emissions.

Jodie, Safe Landing BTV – Sustainable aviation fuel is not enough. Safe Landing BTV looking for 50% reduction from all airport emissions. Fewer flights is the only way we will address airport emissions. Amsterdam is the only airport in the world that is reducing flights now. BTV should be the first airport in the US to make that pledge. The airport being the engine of growth is not substantiated by data if that is our goal. Important to have breakdown of all types of flights in reports. 2019 data does not include F35. Hope the TEUC asks the airport for that kind of breakdown to see what we can reduce across all those categories.

Chris – Ward 5 resident – F35s didn't start flying in earnest until 2020. Think more recent data would be helpful. Wanted to flag problems on relying on sustainable aviation fuels, have to grow hundreds of thousands of acres of crops and it isn't sustainable. Don't think that should be relied on. Need to reduce

flights. Equitable and just ways to do that by reducing private jets and cargo jets. Economic growth can't be tied to airport.

Dan Battan – Bristol resident – Appreciate motivation to reduce emissions in all scopes. This is within our control. Reducing new flights is key.

Item closes at 7:12PM

7. Roundabout Renaming

- Councilors
- Information

Councilor Gene Bergman – Would like to understand the process by which this is named. In support if it's feasible.

Director Chapin Spencer – Reached out to VTrans and FHWA for info. They talked about naming the street vs a specific piece of infrastructure. Forwarded to City attorney, a dedication would likely be more appropriate than a naming if the council wanted to go this route. Need more time to determine options. Federal aid adds complexity.

GB – Historic markers on Battery St around Little Italy or plaque on Winooski Bridge could be models. Would like more info from VTrans on that.

Chair Mark Barlow – If we do this without a naming policy we will set a precedence. Would be good to develop one regardless of this. What do the southend'ers think? Appreciate the sentiment. Request DPW keep inquiring with VTrans, time/staff permitting.

Councilor Paul – Not in favor of naming things after people without a policy.

GB – Not of the opinion that we need complete policy before we move ahead. It is odd to be naming a particular infrastructural element after somebody. Support idea of historic marker here to honor his work.

CS – Challenges to work out with this. Think a naming policy would need to be Committee led. We can provide more info from city attorney.

Ends at 7:27PM

8. Written Reports:

- [N Winooski Ave Update](#)

Chair Mark Barlow - Is there still ongoing work with private lot owners for off street parking?

Director Chapin Spencer – One nonprofit on corridor is saying they will open their lot on off peak hours to adjacent uses without us managing, free of charge. Still communicating with corridor and looking for solutions.

Councilor Gene Bergman – One lot partnership working could show others this is possible. Hope that we would be able, if asked, to put in additional TDM money to continue to foster the self-organization happening. If there were neighborhood hubs for bikeshare along this corridor would be really good. Need to be affordable and accessible, maybe not needing a phone to use.

- [Bike Share MOU with CATMA Update](#)

MB– there has been a change for a request about fee structure that has been stricken. How did this 2-hour comment come in?

Julia Ursaki, DPW– South Burlington Planning Director said their community wants to encourage hour long rides. Bird does not have easy way to implement escalated pricing.

MB – Do we think local bike shops will agree with this? Is this still substantiative?

CS – We can share this with local bike shops. Heard from Winooski and So Burl that this would meet their needs.

GB – Removal provision is not good enough. See nothing about deposit or money held in escrow in case they leave. We will end up eating the cost. Might want to get a deposit. “Shall have the right to remove such equipment and be reimbursed from that cost by the operator and or CATMA” added to section 3.b.

CS – We can only ask for so much but this is CATMAs MOU. We are willing to take a risk knowing impacts were easily managed previously.

Item closes at 7:41PM

9. Director’s Report

Director Chapin Spencer - Construction portal up and running by mid-April.

Ends 7:42PM

10. Councilors’ Update

Chair Mark Barlow – Met to go through questions we developed around McNeil. Have provided updated questions to Councilor Bergman who will edit and craft invite. Looking into series of forums, first focused more intently on emissions and defer other questions. Last meeting of the TEUC for this council year. Intention is to stay here. Would like to continue emissions work.

Ends 7:44PM

11. Next Meeting 4/25/23

Will stay as placeholder but can reschedule as needed once committee is staffed.

12. Adjourn

Passes Unanimously.

Meeting ends 7:45 PM