



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
Dayton Crites, Senior Transportation Planner, Public Works

CC: Cindi Wight, Director, Parks, Recreation & Waterfront
Julia Ursaki, Technical Services, Public Works
Rob Goulding, Public Information Manager, Public Works

DATE: February 22, 2023

RE: E-Bikeshare Update

Update:

As you may recall, the region's bikeshare operator Bolt went out of business suddenly last summer. Since then, the region's bikeshare partners (Burlington, South Burlington, Winooski, UVM, Champlain and Chittenden Area Transportation Management Association) along with participation from the Chittenden County Regional Planning Commission have worked to remove the Bolt equipment and plan for the 2023 season. Chittenden Area Transportation Management Association (CATMA) was willing to continue leading this regional initiative and developed a Request For Proposal process.

CATMA has received two bids in response to their e-Bikeshare RFP, from the companies Bird and Drop. Comparing the two bids, reviewers at CATMA and Burlington Public Works are in agreement on the most qualified vendor to serve the Burlington area. CATMA has been checking references and will be moving forward to establish an operator agreement with the preferred vendor pending final reference checks and contract negotiations. The proposed e-bikeshare system will serve users in Burlington, South Burlington, and Winooski. 200 ebikes are proposed for deployment throughout this area. Staff or contractors from the vendor will be responsible for charging and re-balancing the ebikes on a regular basis. This e-bikeshare system will be a 'hybrid' system, resulting in no physical infrastructure built in the right of way, but bike parking and storage controlled by geofenced hubs establishing drop-off and pickup zones. 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.

The structural approach to establishing this ebikeshare service in the Burlington region is for CATMA to enter into a contractual agreement with the ebikeshare vendor. The City has developed an MOU to be signed by CATMA and DPW representatives to ensure that the contract between CATMA and the

ebikeshare vendor serves city interests. This MOU, included with this memo, provides the following key points:

- A single bike share system – this will be the one, exclusive bike share system approved for use in the Burlington region. The goal being to have one, well-managed system to limit clutter in the City’s ROW and reduce customer confusion.
- All geofenced docking stations must obtain appropriate encumbrance and/or license agreements for any docking stations established in public right of way and/or City parks. Obtaining these agreements will be the responsibility of the operator.
- No Ride Zones will be established along Church Street Marketplace and the Waterfront Path north of the Winooski River.
- Slow Zones will be established through Waterfront Park, the Waterfront Path and Burlington Greenway
- No more than 2 bikeshare stations will be allowed within 600 feet of Waterfront Park, with no more than 4 bikes at these stations at the start of any given day.
- The City shall be supplied with data illustrating the number, duration, and length of trips, among other characteristics, throughout the network.
- Operator will alert users through signage that ebikes will not operate on the causeway, and long recreational ride opportunities are available through “Burlington’s terrific bike rental shops”
- Operator shall integrate escalating pricing into fee structures to discourage uninterrupted recreational trips.
- A map of all hub locations will be provided to the City.
- Operator will develop discounted equity and employee-based membership pricing.
- Operator will comply with Burlington’s Livable Wage Ordinance and Union Deterrence Ordinance.

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

The data required above will enable ebikeshare partners to determine whether the system is meeting the goal of serving as a transportation system – and not predominately a recreational service. The goal identified with the previous vendor in 2022 was that 80% or more of trips need to be other than roundtrip waterfront trips. A roundtrip waterfront trip is defined as a trip that begins and ends at the same waterfront station. We suggest measuring the 2023 ebikeshare vendor’s performance similarly when evaluating whether to continue their contract into the 2024 season.

Next Steps:

The next steps anticipated in this process are as follows:

- The City and CATMA are soliciting input from the TEUC and public on the City-CATMA MOU.
- DPW will revise the City-CATMA MOU based on feedback and execute the City-CATMA MOU once finalized by City Administration.
- 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 May 2023.



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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 **February , 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 **INSERT OPERATING COMPANY HERE ("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 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 following below industry standard for safety and/or operational reliability shall be promptly removed from circulation until such time as it has been restored to acceptable functionality. If City and/or CATMA becomes aware that unsafe 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.
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:
 - Church Street Marketplace
 - North of the bridge over the Winooski River along the Waterfront Path
 - b. **Slow Zones.** The Operator shall ensure that in at least the following locations are Slow Zones:
 - 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.** 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.

Operator understands 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 need to 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 prior to the Causeway. For long recreational rides, please contact one of Burlington's terrific bike rental shops."
- f. **Escalating Pricing.** The Operator shall integrate escalating pricing into its fee structure to discourage uninterrupted recreational trips.
- 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

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|----------------------------------|-------------|
| 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 I) 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 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 **ENTER DATE** (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.



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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



OFFICE OF THE CLERK/TREASURER

City of Burlington
City Hall, Room 20
149 Church Street
Burlington VT 05401
(802) 865-7000

Memo

Date: February 13, 2023

To: Transportation, Energy, and Utilities Committee

From: Nicole Losch, Grants Director

CC: Dayton Crites, DPW; Sophie Sauvé, BPRW; Gillian Nanton, CEDO; Jennifer Green, BED; Jenna Antonino DiMare, Burlington 2030 District

Subject: FY2024 Chittenden County Regional Planning Commission's Unified Planning Work Program

Recommendation

We respectfully request the Transportation, Energy, and Utilities Committee approve the following motion:

Support staff's recommended projects under the FY2024 Unified Planning Work Program (UPWP) and authorize each Department to pursue local match allocation within the FY2024 budget development.

Background

The UPWP is the Chittenden County Regional Planning Commission's (CCRPC) annual work program for planning activities. The UPWP is the mechanism to implement the regional strategies outlined in the ECOS Plan (www.ecosproject.com) and helps the City advance local planning activities. The UPWP is concurrent with the City's fiscal year.

The majority of UPWP funding is through the US Department of Transportation. As a result, most funding is available for projects with a strong transportation nexus. UPWP funding is for planning only and excludes construction, detailed design or engineering, the cost of municipal employees, or right-of-way acquisition.

For FY2024, the CCRPC anticipates having \$1,000,000 or more available for project requests. Some of this funding will already be allocated to additional phases of current projects. UPWP projects require up to a 20% local cash match from a non-federal source. The CCRPC's UPWP Committee reviews all applications and determines the selected projects and the allocation of local, state, and federal funds that advance their planning programs. This selection process includes input from the public, stakeholders, interest groups, and CCRPC member communities.

UPWP applications have community need and public meeting requirements. While applications were due (and were submitted) by January 20, 2023, all applications and local match amounts must be presented to and approved by a local governing body by the end of March 2023. The purpose of this meeting is to confirm support for these projects and authorize pursuit of the local match amounts through the annual budget process.

Additional information on the UPWP can be found on the CCRPC's website:

<https://www.ccrpcvt.org/about-us/commission/annual-work-plan-budget-finances/>

Project Candidates and Local Match Requirements

Departments engaged in community planning develop the City's UPWP requests: Public Works; Parks, Recreation, and Waterfront; Planning and Zoning; Community and Economic Development; City Arts; and Burlington Electric. The City may submit more than one application but must prioritize all projects in case funding is limited. The city's Chief Administrative Officer and relevant Department Heads establish priorities.

The FY2024 UPWP requests and match amounts are listed in order of priority:

PROJECT		DESCRIPTION	LOCAL MATCH	PROJECT MANAGER
Continue FY2023 Projects	Battery Street Scoping & Corridor Study	Evaluate options to improve transportation for all along Battery Street.	Carryforward	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
	HULA Housing Scoping	Public-private partnership to identify constraints and solutions for HULA employee housing.	Carryforward	Samantha Dunn, Assistant Director of Community Works, CEDO, 802-829-6385, sdunn@burlingtonvt.gov
	New North End Planning	Moved from FY23 to FY24 to accommodate HULA Scoping	\$40k over 2 years – Office of Planning	Meagan Tuttle, Director, City Planning, 802-865-7193, mtuttle@burlingtonvt.gov
	Traffic Impact Fee Study	Finalize ongoing Traffic Impact Fee Study	Should be complete in FY23	Meagan Tuttle, Director, City Planning, 802-865-7193, mtuttle@burlingtonvt.gov
	Vision Zero	Scope of Work being revised based on USDOT feedback from Safe Streets & Roads for All grant application	Carryforward	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov

Technical Assistance	Coordinated short-term bicycle & pedestrian counts workplan	Develop recommendations for Burlington and the CCRPC to conduct annual counts that can inform mode share changes over time	n/a	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
	Traffic Modeling of Shelburne Street	Update traffic modeling of Shelburne Street to inform a future corridor study	n/a	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
Counts & Inventories	Pavement inspections	1/ of the system – recurring annual request	n/a	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
	Traffic counts	Various locations	n/a	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
New Projects	Northern Waterfront Sidewalk Scoping	Refresh the 2009 Waterfront North Access Scoping	\$6,000 – CEDO	Samantha Dunn, Assistant Director of Community Works, CEDO, 802-829-6385, sdunn@burlingtonvt.gov
	New North End Sidewalk Scoping	Cottage Grove, Green Acres Drive, and Stanbury Rd	\$10,000 – DPW	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
	Universal Access to and within Parks	ADA compliance and improved park access	\$10,000 – BPRW	Sophie Sauvé, Parks Comprehensive Planner, BPRW, 802-865-7248, ssauve@burlingtonvt.gov
	127 Shared Use Path Study	Scoping and feasibility for improved safety and commuting access	\$30,000 - BPRW	Sophie Sauvé, Parks Comprehensive Planner, BPRW, 802-865-7248, ssauve@burlingtonvt.gov
	Burlington 2030 District Property Transportation Plan	Develop recommendations to reduce transportation emissions and VMT in commercial and affordable multi-unit housing sectors	\$2700 over 2 years – BED	Jennifer Green, Director of Sustainability and Workforce Development; Jenna Antonino DiMare, jgreen@burlingtonelectric.com ; jenna.antonino.dimare@2030districts.org
	Transportation Workforce Development	Identify the skills needed and partner agencies for quality employment in the transportation sector	\$30,000 – CEDO	Gillian Nanton, Assistant Director, CEDO, 802-865-7179, gnanton@burlingtonvt.gov

	Shelburne St / Home Ave Intersection Scoping	With South Burlington, identify options to improve safety and access	n/a – Regional project	Dayton Crites, Senior Transportation Planner, DPW, dcrites@burlingtonvt.gov
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For questions about any UPWP project, please contact the Project Manager. For general questions about the UPWP and the application process, please contact Nicole Losch, Grants Director, nlosch@burlingtonvt.gov or 802-391-6809.



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 January 24, 2023, directly following the Vehicle for Hire Board

VFH closes at 5:55 PM. TEUC Starts at 5:57PM

–DRAFT MINUTES–

1. Agenda

Councilor Bergman moves to adopt agenda. Seconded by Councilor Paul. All in favor. Passes Unanimously.

2. Minutes of 12/19/22

Defer to next meeting.

3. Public Forum

Pike Porter - Agenda item suggestions:

Hear from climate scientist presentation

Learn what Burlington's carbon footprint would be if your net zero road map initiative is realized

How much more biomass would be burned?

Review of old CAP and update the Net Zero to include CO2 from all sources McNeil and airport

Cost benefit analysis of the 280 acres, 44 acres, fire crash services

Resolution to work with Vermont Air National Guard (VTANG) to count fuel used yearly and reduce GHG

Chris Gish, Ward 5 resident - Agenda item suggestions:

Carbon emissions Burlington is responsible, specifically Airport and McNeil.

March ballot item and District Heating

Work with VTANG on Airport emissions

Jimmy Lees - Agenda item suggestion: Airport Emissions, accounting for all emissions

Note Ashley Adams to confirm all councilors received email.

4. South End Transit Oriented Development and Multimodal Center Planning

- Chapin Spencer, Laura Wheelock

- Information

- <https://www.ccrpcvt.org/our-work/transportation/current-projects/scoping/burlington-south-end-multimodal-center-feasibility-study/>

Director Chapin Spencer – Opportunity to redevelop South End parking lot into vibrant multimodal neighborhood. Chittenden County Regional Planning Commission (CCRPC) did a feasibility study on multimodal transit center. MOU between adjacent City, Champlain College, and Hula calls for a planning study to evaluate different development concepts and how to resolve infrastructure constraints for the three parcels (125 Lakeside Avenue, 175 Lakeside Avenue and 68 Sears Lane). While there is significant development potential on these three parcels, there are also challenges related to wastewater, stormwater, traffic and parking to address.

Laura Wheelock – Gave overview of the final report for the Multimodal Center feasibility study (see link above) and identified possible funding options – including federal funding potential.

Work done to date has been a private application to CCRPC. Scoping study to conclude ~Aug 2023.

CS – Public meetings to come as part of scoping study.

Councilor Gene Bergman – Interested in housing challenges. Interested in multimodal transportation center that would be part of a comprehensive transportation system with least emissions possible. Need to ensure Zoning does not preclude enterprise industry opportunities in Overlay district.

Councilor Karen Paul – Excited about a potential transit center. Need to look into full feasibility study.

Chair Mark Barlow – Housing type envisioned? Worker housing and one bedroom housing is needed.

LW – Different models possible. Parcel is too small as is to do something very successful. Changing parcel lines will allow major improvements. Getting perspective from private developers, City Planning, and Champlain Housing Trust (CHT).

MB – Report said no contamination. Initial studies don't always consider this. Is this a concern?

LW – Parkway proximity and testing and research in the area shows it may be cleaner than expected. PAHs next to rail are known. Will have access to proximate testing as other work happens in the area.

MB – Funding for scoping?

Chapin – Scoping should get us to a shared vision that we can fund with federal dollars. The local match for the scoping study is 20%, split between partners.

GB – All Transportation Demand Management (TDM) strategies need to be considered.

Item closes at 6:37PM

5. CarShare Vermont Operations Update

- Annie Bourdon, CarShare
- Information

Annie Bourdon – 23 vehicle fleet, 1,100 members. Growing portion of members on subsidized plan, currently 10%. Primary reasons subsidized members use service is food, medical care, and socialization. Working to get CarShare at low-income housing and community centers. Do not have dedicated chargers for all cars in fleet. Working with City and fundraising privately for chargers. In 2022, 76% of members reported shedding/not purchasing a vehicle. 86% said they were a part of 1 or 0 car households. We estimate that for every vehicle we put in service, 12-15 are removed as fewer people purchase cars. Creating innovative carshare opportunities with new partners. We are one of few independent, community-based operators in US. Staff of 5. Limited access to public funds makes expansion hard.

Councilor Gene Bergman – Expand on things you would hope for from the City.

AB – Continued access to desirable parking. Consideration for pairing every charger that will be available to privately owned vehicles, with one dedicated to shared vehicles. Aside from City, there are issues with cost of hardware and workforce. Need City to lobby for funding for CarShare as a public service.

GB – Is Main St an opportunity for this shared charger install?

Laura Wheelock – Starting to work with BED for Main St project. Will be in touch. Limited by flexibility of use of spaces with strict definition of CarShare and public vehicles. DPW working with BED to site 5 charger locations from a grant. This is good opportunity for CarShare.

GB – Conversation needed with DPW, Planning, and TEUC regarding City wide TDM requirements.

AB – Would like to have TDM requirements encourage CarShare.

LW – Planning engaged DPW with selection of their TDM consultant which should move forward very soon. Seems it could be an appropriate item at a meeting.

Chapin Spencer – Two transportation planners joined this month. Will connect them with the CarShare team.

Councilor Karen Paul – What is reason for no CarShare spaces at BHA properties?

Annie – Told parking was too scarce on site. Culture of car dependence.

Chair Mark Barlow – What is CarShare's ability to expand as demand increases?

Annie – May not be able to. We are careful about where we site vehicles and build off existing demand. We own our fleet and have been able to sell vehicles and reinvest. Challenged by lack of vendors who can install technology in vehicles. We can expand but there are issues with technology and equity.

Item closes at 7:06PM

6. Future Meeting Agenda Items

- Committee
- Action

Councilor Gene Bergman –

- TDM discussion with all stakeholders present. Review of ordinance and how study is going.
- GMT funding. Invite legislators - Charlie Baker, Tom Chittenden, new GMT General Manager.
- Burlington International Airport Emissions. Full flight emission info.
- McNeil Biomass. Hold a symposium with BED and both sides of issue.
- Solar farm on old dump off of Manhattan Dr.

Chair Mark Barlow–

- GMT funding in February.
- Airport item coming in March. Set an expectation that we want them to speak to all emissions.
- McNeil, we can schedule symposium offline. On February meeting in case planning is needed.

Chapin Spencer – Upgrade to Wastewater plants will be coming in a few months.

Staff will be coming to Council in April to provide a Council-requested update regarding N Winooski, do you want to see it here first?

GB – Written report in March for N Winooski should be sufficient.

Item closes at 7:32PM

7. Director's Report

None.

8. Councilors' Update

None

9. Next Meeting ~~2/28/23~~ 2/22/23 5PM

10. Adjourn

Meeting ends 7:34PM



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

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

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Transportation, Energy and Utilities Committee of the City Council
Monday, December 19, 2022, 3:00PM

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

Call to order at 3:02PM

–DRAFT MINUTES–

1. Agenda

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

2. Minutes of 11/22/22

Councilor Bergman moves to adopt minutes - notes there are a few typos for staff to address. Seconded by Chair Barlow. All in favor. Passes Unanimously.

3. Public Forum

Martha Lang – UVM Trinity Campus increasing campus pedestrian traffic. Is this an appropriate Committee to discuss this?

Director Chapin Spencer – Yes.

Ashley Adams – Comment regarding District Energy Plan not being sustainable. Other options that should be considered.

Deniz Dutton – Comment against District Energy Plan. Not sustainable. Not Carbon neutral.

Zack Porter – Founder of Standing Trees, a New England wide community. Against the District Energy Plan. Can't meet decarbonization goals with biomass energy source. Other options that could decarbonize Burlington.

Catherine Bock – Live 2 blocks from McNeil. Comment against District Energy Plan.

Laura Simon – Standing Trees volunteer. Comment against District Energy Plan.

Cheryl Joy Lipton – Comment against District Energy Plan.

Pike Porter – Need to reevaluate energy source sustainability. Reevaluate Net Zero and Climate Action Plan and account for carbon generated by McNeil, airport, etc.

Zoom comment: Laura Simon: Please understand that many Vermonters agree with Ashley Adams comment. Please visit standingtrees.com to learn more about what she is saying. I worked for Burlington Authority for 14 years. I ask you to NOT allow McNeil to keep burning.

Zoom Comment: Catherine Bock: I would like to add my voice to the points Ashley and Deniz have made. Please consider that to continue burning wood at the McNeil plant is a bad move for the climate.

Zoom Comment; Cheryl Joy Lipton: Biogenic emissions aren't listed or counted by McNeil and hasn't been reported to you by them. This is what is causing problems, since it is still carbon emissions, even though it isn't reported. It's an accounting error that needs to be corrected. The biomass task group of the VCC is also recommending that wood heating should be looked at next. This is another thing that needs to be removed to be carbon free. Burning wood for any reason will emit carbon dioxide and other pollution, harming climate, biodiversity, and human health.

4. BED Thermal Policy Recommendations

- Darren Springer
- 30 Minutes
- [Charter Change Report](#)
- [Draft Resolution](#)
- [Memo](#)
- [Presentation](#)

Darren Springer – Plan to work with Council on ballot language for January Council consideration.

Councilor Gene Bergman – Question on the Resolution and the definitions. Concerned and sympathetic to the points that have been made with regards to the definition of renewable fuels.

Resolution – the paragraph about uses must be included in the question that is posed to the voters. Break up text into bullet points, resolution is confusing as is. No problem with sequencing or amount of money for the fee.

Chair Mark Barlow – Supportive generally. Want to coordinate more with other communities and have policies with neighboring communities. So Burlington recently passed a similar ordinance. Would like to change our language to allow for room to determine appropriate pricing.

Kim Sturtevant – City Attorney. Could help with structuring paragraph. Could reword language to say “Up to 150\$”. Need to consider how would we then decide what the actual number is. Will have to follow that up with ordinance language to have fee structure in place.

GB – Supportive and should keep 5% cap. Have something like “to be set by ordinance” vs “to be set by resolution.”

KS – I can work on language with staff and have it checked prior to it coming back to full Council.

GB – Supportive. Definitions of renewable, it is appropriate we engage in this conversation in the place where the definition is which is in ordinance.

DS – Appreciate the resolution discussion. Understand the updates and will continue to move this forward in advance of Town Meeting Day if possible.

We love electrification from a clean energy standpoint and good for locally used power. We are supportive of strategic electrification. That said, we are conscious that there is a larger policy conversation and other fuels that are in play. We are looking to be as cost effective and broad as possible. Left space for things to be done on a case-by-case basis.

MB – Is McNeil operating at its capacity?

DS – Current discussion is not about McNeil. 10-20% renewables on the market. Not here to talk about District Energy Plan. This policy does not have anything to do with McNeil's operations. This resolution does not mean we will need a higher output from McNeil.

GB – Maybe a joint meeting with Ordinance Committee, a work session, etc. Longer more involved conversation for definition of renewables would be helpful.

DS – Always happy to talk about our resources and what we are doing. Happy to join another meeting or whatever is helpful.

MB– Good idea to coordinate a time for further discussion

Move that we amend the proposed resolution as indicated and ask the City Attorney to do the drafting necessary to make that happen and confirm with Committee members to allow this to get back to Council to get this back to the March ballot.

Item closes at 3:48PM

5. Lake St Shared Use Path Concept Plans

- Corey Mims, Maddy Suender
- 10 Minutes
- [Presentation](#)

See presentation.

Councilor Bergman – Supportive of concept.

Chair Barlow – Supportive as well. Will support commuter and recreational traffic that uses Depot Street, or people going to waterfront. What are long-term plans for Depot Street?

Director Chapin Spencer – It has been on our paving list for several years but given financial challenges and high paving bids over last few years we have not been able to do this. Still have it in our paving plans as soon as it is feasible.

6. Main Street Great Streets Update

- Laura Wheelock, Olivia Darisse
- 15 Minutes
- [Memo](#)

Memo summary by Olivia Darisse, see memo.

Councilor Gene Bergman – We need to stay on business relations and disruptions from this project. A CEDO concern as well.

Laura Wheelock - Going to DPW Commission on Wednesday at 6:30. Will have a presentation from the consultant that will be helpful. Informational meeting, we hope to know what they will feel comfortable with moving forward. No ordinances proposed so no action to be taken.

GB – BWBC and Local Motion and other folks that raised concerns with the shared use path should be made aware of meeting.

Director Chapin Spencer – Important to note City ordinance already lists these intersections are signalized so our plan is to move ahead if no intervention. We want to get input now. We will reach out to those groups.

Chair Mark Barlow – Section on roundabouts was helpful. Revine sewers – does it need to be stabilized?

Laura Wheelock – Yes, certain sections will be abandoned and filled.

MB – Parking study – how were they counted?

OD – We looked at historic peak parking and physically collected data during that time. Working with Parking to see trends and revenue to compare current to historic data.

MB – Can there be recommendations on ways to implement mitigation of loss of diagonal parking in report published in January? Will there be additional input opportunities for businesses?

LW – Good suggestion. Wayfinding will be installed through the project.

OD – We are looking to make sure the spaces are signed in the best way possible to fit the parking needs of the specific area. Will take recommendation to businesses for feedback.

Item ends at 4:17PM

7. Bike Share RFP Process

- Rob Goulding, Chapin Spencer
- 15 Minutes

Director Chapin Spencer – Tech Services is down planning staff but will be taking over this project. CATMA is working on proposals for new bikeshare program starting in 2023. CATMA is including language that reflects the concerns we heard from the community and local bike shops throughout process.

Sandy Thibault, Executive director at CATMA – Bikeshare is a key option that compliments that system we have in place. Committed to seeing it continue. CATMA is regional system so we are appropriate group to be moving this RFP forward.

Josh Katz, CATMA – Timeline Update: RFP released this week, proposals until end of January. Will work with partners to choose vendor by end of February and get bikes implemented by May. We recently did a community bikeshare survey to gauge what the community wants. We saw support from over 75% of respondents to reboot the system. We received great feedback and worked to incorporate it.

Councilor Gene Bergman – Want to ensure proposal is able to be integrated into Zoning requirements. To provide a bikeshare membership to all residents/employees for all for the first two years and then a 50% discount thereafter.

ST – Dependent on how the vendor operates. A membership option was great and we would like to continue this.

GB – Would like to have RFP be responsive to membership option.

MB – Local Bike shops and waterfront concerns from first program. How are you incorporating that into RFP so we don't repeat that?

CS – We received an email from Zandy Wheeler, Skirack, during meeting with feedback. Ongoing conversation.

Josh Katz – We have met with bike shops to see what they would like from new system. As a result, we are emphasizing need for hubs in neighborhoods and continual engagement with local bike shops is included in RFP. City is having some initiatives to allow for vendor space on the waterfront.

Item ends at 4:33PM

8. Director's Report

Director Chapin Spencer – N Winooski Ave - finalizing shared parking option. Proposing City offer to manage and enforce at times and in places when the owners would welcome that. Plan is to go out after Holidays. Mapped out a timeline to talk to owners about shared parking option, parking regulations on

street, Will Clavel, CEDO, will be joining us to talk about loan support programs. On street regulatory changes taken to Commission at February meeting. Following up with CHC to see how we can assist with their off-street parking needs.

Councilor Bergman – Would like to join on site outreach.

9. Councilors' Update

Councilor Bergman – Thinks we should tackle District Energy and question of renewable fuels at a January or February Special Meeting.

Chair Mark Barlow – Agree. We should have broader conversation about base line measurement of emissions of both BED and Airport.

10. Next Meeting TBD

- ~~— Early January meeting available as needed.~~
- Standard time booked: 1/24/23 5PM at 645 Pine.
 - o Move forward with this time.

11. Adjourn 4:30PM

Councilor Bergman moves to adjourn. Seconded by Chair Barlow. All in favor. Passes Unanimously.

Meeting ends 4:39PM



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Transportation, Energy and Utilities Committee of the City Council
Wednesday February 22, 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 [12/19/22](#) and [1/24/23](#)**
3. **Public Forum**
4. **UPWP - Approval of Project List**
 - Nicole Losch, representatives of DPW, CEDO, BPRW, BED and City Planning
 - Action
 - 15 minutes
 - [Memorandum](#)
5. **Bike Share Update**
 - Julia Ursaki, Dayton Crites
 - Information
 - 15 minutes
 - [Memorandum](#)
 - [Attachment](#)
6. **GMT Funding**
 - Clayton Clark
 - Information
 - 30 minutes
7. **McNeil Symposium Update**
 - Councilors
 - Information
 - 5 minutes
8. **Director's Report**
9. **Councilors' Update**
10. **Next Meeting 3/28/23 5PM**
11. **Adjourn**

Questions about McNeil Generating Station: (Barlow in Black, Bergman in Blue)

Who would we ask these of? When would we ask? My thought is that we'd ask "both" sides and solicit new or alternative questions and names of people who can answer them in this prep period.

1. What are the annual GHG emissions from McNeil?

- a. Is this a straightforward question?
- b. How are emissions calculated?
- c. What are other relevant considerations when asking this question?

I think this question may be broadened to the emissions related to the operation of McNeil. This involves the forestry practices and impacts of harvesting on storage and sequestration and we should get an assessment of this too.

2. What fuels can be burned at McNeil?

- a. If burning fuel other than wood is possible, how would that change the GHG emissions from McNeil?

This question I think needs broadening to ask in what amounts and what changes in equipment would be needed, and the investment that would take, to incorporate a change in fuel mixes. There is a new solar demonstration project associated with the plant and the question is also what new solar development in the area around the plant is feasible and at what cost? This is about power generation associated with the plant, not just fuel burning there. For example, I think that given the connection of transmission lines to the old dump for the now-defunct methane to power facility, the potential for solar on that site should be included. We should ask if there may be other areas near/next to the plant where solar can be scaled up and what the cost of this would be and the efficiency/amount of power generated and when. And are we looking at storage of solar generated in the day for use in the evening and night?

3. What is annual electricity generation from McNeil?

- a. What is maximum electricity generation?
- b. If not running at maximum, why not?

This could be supplemented by asking for the metrics related to the role of the plant in supplying power to the grid. This would get at not only how much but when the power is generated and needed.

4. Without McNeil, where would replacement electricity come from?
 - a. What would be the net change in GHG emissions?
 - b. What would be the net change in electricity cost to BED customers?

This question(s) looks ok.

5. How will the proposed district energy project offset current energy use by partner institutions?
 - a. Can you calculate any net GHG emissions offset created by this project?
 - b. Are there benefits from this project for other non-district energy customers?

We need to supplement these questions by asking how much more wood will be burned as a result.

6. What is the estimated remaining life of McNeil?
 - a. Can this be extended?
 - b. If it can be extended, what would be the cost?

I think the direct question is what district heating will do to the life of the plant.



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Transportation, Energy and Utilities Committee of the City Council
Wednesday February 22, 2023 – 5PM

Meeting starts at 5:05PM

–DRAFT MINUTES–

1. Agenda

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

2. Minutes of [12/19/22](#) and [1/24/23](#)

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

3. Public Forum

Ashley Adams – Regarding McNeil Pannel, support TEUC's plan. Wondering about questions after the item.

Isaac Bissell – Regarding Mcneil. What are annual greenhouse emissions. Need to consider time frame when looking at this. What is relevant time frame for our carbon budget. Next 10 years are important. Bring in experts who are presenting to VT House and Senate. Need there to be a conversation not just presentations.

Chris Gish Ward 5– recognize committees effort looking into airport emissions and biomass and how it relates to Burlington's plans. Will forward biomass recommendations from similar conversations. State wide issue.

Karen Paul Joins at 5:09PM.

4. UPWP - Approval of Project List

- Nicole Losch, representatives of DPW, CEDO, BPRW, BED and City Planning
- Action
- 15 minutes
- [Memorandum](#)

Nicole Losch, DPW Grants Director – Project list available in memo. Action tonight will authorize Depts to advance projects recommended here.

Councilor Gene Bergman – What didn't make it on the list. Would be helpful to know ideas that aren't yet formal.

NL – Will provide list of candidates that didn't make it. There were none we opted to not put forward unless there was a timing issue. Can make sure we include items that didn't make it in future years.

GB – Micro transit and TMAs on N Winooski Ave, is this being worked on?

NL – Not in this year's list of potential projects. I don't think we have a clear home for that kind of work yet. Initial convo needed to see who should take the lead on this within or with partners.

GB – What is work on 127 shared use path?

Sophie Sauve, Parks – Looking at a study comparable to the 2012 study of waterfront bike path to evaluate rehabilitation needs. Fencing and guardrail along road have reoccurring damage. Also looking at connectivity within neighborhoods of existing and potential connections.

Chair Mark Barlow – Questions regarding continuing projects and the local match money.

NL – Money has already been appropriated and will be carried forward for continuing projects. Some capacity delays at RPC pushed projects back so they will be high priority in coming year.

MB – CCRPC sidewalk study?

Dayton Crites, Senior Transportation Planner – Request for matching funds to bring a consultant in to do scoping to have these streets be shovel ready for construction.

Gene Bergman makes motion to support staff's recommended projects under the FY2024 Unified Planning Work Program (UPWP) and authorize each Department to pursue local match allocation within the FY2024 budget development. Seconded by Chair Barlow. All in favor. Passes unanimously.

Item ends at 5:24PM

5. Bike Share Update

- Julia Ursaki, Dayton Crites
- Information
- 15 minutes
- [Memorandum](#)
- [Attachment](#)

Dayton Crites – Proposing 200 E-Bike System. See Attachment for Memorandum of Understanding (MOU) with CATMA, intended to ensure City's intentions are met with future contract CATMA is heading. See a memo for key points.

Councilor Gene Bergam – Slow Zones

Rob Goulding – Slow zones disable motor when outside of boundary or bring it down to a certain milage per hour. Restricted speed on greenway to 10 mph in the past to prohibit aggressive biking.

GB – Like the idea but need more details. Miles per hour, definition of areas. Map of slow zone areas.

GB – Discounted pricing – we need to consider bike share and TDM and equity. Employment centers and large residential units all have TDM requirements. Bike share would fill a need. Need to add language about this in MOU. Would like hub at every major new development, relationship with buses so there is a true alternative transportation system. Should aim to get from a residence or business to a bus, park and ride, or mass transit.

Councilor Karen Paul – Details on waterfront and bike share process.

Rob Goulding – We had consulted with businesses and vendors. Rebalancing system to start each day is one result. Have heard from residents about importance of waterfront station so we feel this is needed. Given the new siting of Amtrak, we wanted to look into potential for a second hub. Parks is looking to

work with local vendors to have hubs at the waterfront as well. All in response to local vendors. Ongoing dialog. In past contract it was one hub. With Amtrack this contract has potential for two if needed.

KP – Do not want to further an unfair advantage with bikeshare to local vendors.

RG – Any hub locations would require further approval so there are more opportunities to engage.

GB - Don't find an adequate enforcement provision within Draft MOU. Need more explicit input on CATMA's management.

Cindi White, Parks Director – Parks recently released RFP for a rental location at waterfront. Last year DPW had a lease with North Star Sports for a space down at the waterfront. Working hard with local bike shops.

Rick Sharp – Want to thank everyone for responding well to local concerns. Our Proposal is for 12 E bikes at the foot of College Street that will not be point to point bike share system. Looking to rent the bikes for use to causeway and back. Appreciate opportunity. Have made a lot of progress. Where are Boltz's E bikes now?

RG – We turned them over to CATMA RPC consortium that was managing these. Can follow up with what has happened with these E bikes.

RS – Need to ensure that does not happen again with language in this new contract.

Item closes at 5:50PM

6. GMT Funding

- Clayton Clark
- Information
- 30 minutes

Clayton Clark, New GMT General Manager – Here to give overview of Burlington's contribution to GMT with local assessment, overall GMT budget and Zero Fare.

Burlington's contribution is the highest, 1.8 million for next year, 11% increase from last year. Primary increase is paratransit program, user based which allows for volatility so we are looking to steady this out. Paratransit increase was 45% which contributed to the 11%.

GMT's covid relief funds are ending which is why our board is contemplated collecting fares again to generate \$2 million dollars of revenue. Discussion from legislature whether to continue with zero fare. Legislature does not seem as willing to fund us to go back to fare free for another full year. GMT would like to extend zero fare after July 1 for several reasons, equipment no longer supported so hoping for more time to get new equipment installed. More time for education for payment to public. Concerned with staffing, labor scarcity with drivers and mechanics which causes forced overtime. Down 12 drivers out of 70. We are dropping routes on a regular basis.

Councilor Gene Bergman – What are you saying to legislature regarding sustainable funding and particularly the study. Who is participating in these conversations and who would you like to be there? Who is receptive to seeing this need? Where is administration with this? How do we progress?

CC – Chittenden County is different scale than the rest of the state. Board has been presenting to the State. Provided feedback that H101 bill, providing potentially \$1.2 mil to extend zero fare, is not sustainable for future years. New fare boxes cost \$800k to implement, 90% paid for by federal gov. Hard to commit funding if future of fare isn't certain. Local motion, Sierra club, others arguing for zero fare.

GB – Convene meeting with sympathetic parties including legislators, to plot a path forward. Need to dedicate resources. Representative of this committee could be there. Need to expand service.

Councilor Karen Paul – Hope we continue conversation. Do not want to be losing routes.

Chair Mark Barlow – Please use us as a resource. Engage us here or at council. Is UPWP transportation workforce development project a potential solution for workforce?

Gillian Nanton, Assistant Director, CEDO – There is potential here.

GB – It would be helpful for you to send us thoughts and who and what would be helpful and we could set a special meeting to bring people together to have this conversation.

Item ends at 6:15PM

7. McNeil Symposium Update

- Councilors
- ~~Information~~ Action
- 5 minutes

See attachment:

<https://www.burlingtonvt.gov/sites/default/files/Agendas/SupportingDocuments/McNeil%20Questions.pdf>

Chair Mark Barlow – Providing an update about how to move forward with this. Plan to come up with questions and then figure out who we would like to answer those questions. Stakeholders would be able to suggest speakers. Structured in a way so that people could present in the context of answering some of these questions and then have some respectful interaction.

Councilor Gene Bergman – Isaac's point regarding time frame that we are looking at for netting, burring and sequestration is important. Appreciate what Chris said about timeframe. I have been very strong supporter of McNeil since it started but need sustainability. My goal is to have respectful conversation. Could be a model for how these conversations happen on larger scale.

Councilor Karen Paul – What is timeframe for meeting? Do we need to have conversation sooner to iron out details?

MB – Special meeting in neutral venue. Not sure on exact dates.

GB – Neutral place like UVM. Ask Burlington Electric Dept (BED) and stakeholders who to invite. There may be budgetary concerns, do not want BED funding. Biggest consideration is having presenters able to speak to what is happening in this region.

MB – Want to get people to weigh in on questions to make sure we have covered everything. There is economics involved in this. Need to have info about rate payers etc.

KP – Thought there was a state wide group that has been working on this. Will follow up to see who it was and what their requests were when they last reached out to Council.

MB – Next step is to finalize and share questions and then think about names and groups to join.

GB – Move that the committee supports a reformulation of questions with input thus far and then we send this to BED and STOPBTBBIOMASS@gmail.com care of Ashley Adams and the VT Climate Council and solicit additional questions or comments.

Seconded by Councilor Paul. All in favor. Passes unanimously.

MB - Will share edited questions more broadly before next meeting.

Ends 6:37PM

8. Director's Report

Director Chapin Spencer not present.

9. Councilors' Update

No updates.

10. Next Meeting 3/28/23 5PM

11. Adjourn

Councilor Barlow moves to adjourn. All in favor. Passes Unanimously.

Meeting ends 7:34PM