



Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM

5:00 pm, Contois Auditorium OR Remotely via ZOOM:

Please click the link below to join the webinar:

<https://zoom.us/j/99213004331>

Or Telephone: +1 305 224 1968 US

Webinar ID: 992 1300 4331

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA ****

To participate in Public Forum in person, sign up at the meeting.

To participate in Public Forum via ZOOM sign up here:

<https://www.burlingtonvt.gov/citycouncil/publicforum>

Do not sign up in person and via Zoom - select one only

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: move to add to the consent agenda item 7.28. Communication: Jaeger Nedde, re: Lease Extension for the Vermont Air National Guard; add to the consent agenda item 7.29. Communication: Josh Gerry, Member, Board of Health, re: Resignation; add to the consent agenda item 7.30. Communication: John Patterson, re: Extension of the airport lease to VTANG; on deliberative item 8.8, the National Guard airport lease, (1) add a motion requesting the VT congressional delegation request the Sec. of the Air Force replace the F35 mission with another mission, flying or non-flying, that is less harmful to the communities affected, (2) switch the order of the motions to take up the mission motion first, the MOU second, and the lease motion third, and (3) to eliminate the time limitation of 45 minutes to allow for as much time as we need (per Councilor Bergman)

2. Work Session Regarding Burlington District Energy Project: Participants: Darren Springer, General Manager, Burlington Electric Department, Neale Lunderville, CEO VGS, Stephen Leffler, MD, President, University of Vermont Medical Center and Michael Ahern, VP, Ever-Green Energy (joining by zoom) **5:15 pm - 6:45 pm**

Subject	2.1. Work Session Regarding Burlington District Energy Project: Participants: Darren Springer, General Manager, Burlington Electric Department, Neale
----------------	--

Lunderville, CEO VGS, Stephen Leffler, MD, President, University of Vermont Medical Center and Michael Ahern, VP, Ever-Green Energy (joining by zoom)

Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Work Session Regarding Burlington District Energy Project: Participants: Darren Springer, General Manager, Burlington Electric Department, Neale Lunderville, CEO VGS, Stephen Leffler, MD, President, University of Vermont Medical Center and Michael Ahern, VP, Ever-Green Energy (joining by zoom) **5:15 pm - 6:45 pm**
Department	Burlington Electric Department
Type	Communication Discussion Information Presentation

3. Presentation Regarding Solar Eclipse Budget and Program - BCA **6:45 pm - 7:15 pm**

Subject	3.1. Presentation Regarding Solar Eclipse Budget and Program - BCA
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. Presentation Regarding Solar Eclipse Budget and Program - BCA **6:45 pm - 7:15 pm**
Department	City Arts
Type	Information Presentation

4. Public Forum: Time Certain: 7:30 pm **See above for signup instructions**

Subject	4.1. Verbal Comments
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Public Forum: Time Certain: 7:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural

5. Climate Emergency Reports (5 - 10 mins.)

Subject	5.1. Climate emergency reports
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board
Type	Information

6. Public Health and Safety Emergency Updates (5 - 10 mins.)

Subject	6.1. Public health and safety emergency updates
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Public Health and Safety Emergency Updates (5 - 10 mins.)
Department	Clerk/Treasurer's Office
Type	Information

7. Consent Agenda

Subject	7.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	7.2. Communication: C/T Office, re: Accountability List
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	7.3. Communication: C/T Office, re: Regular City Council Meeting Minutes, July 24. 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes

Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.4. Communication: C/T Office, re: Local Control Commission Meeting Minutes, July 24, 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.5. Communication: C/T Office, re: Local Cannabis Control Commission Meeting Minutes, July 24, 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.6. Communication: C/T Office, re: Regular City Council Meeting Minutes, August 14, 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.7. Communication: C/T Office, re: City Council With Mayor Presiding Meeting Minutes, August 14, 2023, Draft

Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.8. Communication: C/T Office, re: Local Control Commission Meeting Minutes, August 14, 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.9. Communication: C/T Office, re: Regular City Council Meeting Minutes, September 11, 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.10. Communication: C/T Office, re: Regular City Council Meeting Minutes, September 18, 2023, Draft
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes as received at the October 10, 2023 Regular City Council Meeting
Subject	7.11. Request to Execute a Contract Amendment with Jacobs Engineering Group, Inc. for the completion of Design, Permitting, Construction Contractor Coordination and Construction Oversight Services for the North Concourse Replacement Project (Project NEXT) - Airport
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Aviation to execute an amended contract with Jacobs Engineering Group Inc. for an amount up to \$4,525,288.00, with a 15% contingency, totaling up to \$5,204,081, as allowed under a potential FAA grant, for the final design, permitting, CMAR coordination and construction oversight services of the North Concourse Replacement Project (Project NEXT), subject to review and approval of the City Attorney's Office
Subject	7.12. Request to Execute a Five Year Contract with Casella Waste Systems, Inc. for Resource Recovery Services - Waste, Recycling and Compost Removal Services - Airport
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Aviation to execute a five year contract with Casella Waste Systems, Inc. for Resource Recovery Services which includes Receptacle and Container Supply, Training, Waste, Recycling and Compost Removal Services subject to the review of the City Attorney's Office
Subject	7.13. Approval of ARPA Community Infrastructure Grant agreement with the Burlington City Arts Foundation - BCA
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	City Arts

Type	Action (Consent)
Recommended Action	to approve an ARPA Community Infrastructure Project Grant paid from the City of Burlington to the Burlington City Arts Foundation in the amount of \$500,000, and authorize the Director of Burlington City Arts to execute a grant agreement memorializing the same, subject to review by the City Attorney's Office
Subject	7.14. Amendment to Ground Lease Agreement between the City of Burlington and the Champlain Community Sailing Center, Inc. - CEDO
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve and authorize the Mayor to execute "Amendment B" to the Ground Lease Agreement between the City of Burlington and the Lake Champlain Community Sailing Center, Inc., in order to adjust the allowable amount of Community Service Credit and include provisions related to public access, upon final review by the City Attorney's Office
Subject	7.15. March 5th, 2024 Annual City Election Calendar - C/T and City Attorney's Office
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	7.16. Annual Report from Winooski Valley Park District
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	7.17. Communication: Andrew Judge, re: Disappointment

Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.18. Communication: Charlie Cole, Essex Fire Department, Fire Chief, re: VTANG Letter of Support
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.19. Communication: R. Marcus West, re: "The Principles We Have Chosen To Attack (The Drug Problem) Have Not Changed"
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.20. Communication: Coralyn Guidry, re: War Israel
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.21. Communication: Brad Wiltfong, re: Support the UVM Students Demanding Safer Crosswalks on Campus

Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.22. Special Event Outdoor Entertainment Permit Application (one day only): Switchback Brewery, 160 Flynn Avenue, Lawn on the parking lot, Family friendly Halloween Party, October 28, 2023, 1 pm - 6 pm
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for Switchback Brewery, 160 Flynn Avenue, Family friendly Halloween Party, October 28, 2023, 1 pm - 6 pm
Subject	7.23. Special Event Outdoor Entertainment Permit Application (November 18 - December 23, Fridays, Saturdays & Sundays): Burlington City Arts, City Hall Park, BTV Winter Market, various hours on various days
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (November 18 - December 23, Fridays, Saturdays and Sundays) for Burlington City Arts, City Hall Park, BTV Winter Market, various hours on various days
Subject	7.24. Special Event Outdoor Entertainment Permit Application (11:00 am (12/31 to 12:30 am (1/1): Burlington City Arts, Highlight 2023, various locations around the City
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (11:00 am (12/31) to 12:30 am (1/1) for Burlington City Arts, Highlight 2023, various locations around the City
Subject	7.25. Approval of Solar Eclipse Budget and Program - BCA
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	City Arts
Type	Action (Consent)
Recommended Action	move to create and approve the Solar Eclipse Public Health, Safety, Amenities and Events plan budget as detailed in the chart herein, in an amount not to exceed \$439,335 and to authorize the Chief Administrative Officer to make any necessary budgetary amendments and transfers of funds to carry out this initiative
Subject	7.26. For Information Only
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	7.27. Resolution: Authorization For Reimbursement Of Waterfront TIF District And Downtown TIF District Related Costs For FY 2023 (Board of Finance)
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.28. Communication: Jaeger Nedde, re: Lease Extension for the Vermont Air National Guard
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.29. Communication: Josh Gerry, Member, Board of Health, re: Resignation
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Josh Gerry thanking him for his time served as a Member of the Board of Health
Subject	7.30. Communication: John Patterson, re: Extension of the airport lease to VTANG
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file

8. Deliberative Agenda

Subject	8.1. Appointment of City Assessor - Mayor Miro Weinberger
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	to confirm the appointment of Joe Turner as City Assessor, and grant the personal hardship extension of the Department Head residency requirement per the City Council rules
Subject	8.2. Appointment: Housing Board of Review (Term expires 6/30/26)

Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	appoint Lisa Gerlach to the Housing Board of Review
Subject	8.3. Public Hearing Regarding ZA-23-03 Setbacks, ZA-23-04 Temporary Structures, ZA-23-05 168 Archibald Street and ZA-24-01 Technical Amendments
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action Procedural
Recommended Action	open the Public Hearing close the Public Hearing
Subject	8.4. Ordinance: CDO -- Setbacks ZA-23-03 (Planning, Planning Commission)
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action Ordinance - Second Reading
Recommended Action	2nd reading, waive the reading and adopt the ordinance
Subject	8.5. Ordinance: CDO -- Structures ZA-23-04 Temporary Structures (Planning, Planning Commission)
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action Ordinance - Second Reading
Recommended Action	2nd reading, waive the reading and adopt the ordinance

Subject	8.6. Ordinance: CDO -- Rezoning ZA-23-05 168 Archibald Street (Planning, Planning Commission)
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action Ordinance - Second Reading
Recommended Action	2nd reading, waive the reading and adopt the ordinance
Subject	8.7. Ordinance: CDO -- Technical Amendments ZA-24-01 (Planning, Planning Commission)
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Planning
Type	Action Ordinance - Second Reading
Recommended Action	2nd reading, waive the reading and adopt the ordinance
Subject	8.8. Approval of Supplemental Agreement to Lease with Vermont Air National Guard (45 mins.)
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	Move that the Honorable Mayor Miro Weinberger be and hereby is authorized and directed to execute on behalf of the City of Burlington a certain supplemental lease agreement ("Supplemental Agreement No. 8") by and between the City of Burlington and the United States of America ("the Government"), pursuant to which the Government will continue to lease land situated at the Burlington International Airport for use by the Government and/or the State of Vermont Air National Guard as per the terms and conditions of such Supplemental Lease Agreement as attached hereto. Move to approve and authorize Mayor Miro Weinberger to execute on behalf of the City of Burlington a certain Memorandum of Understanding, by and between the City of Burlington and the Vermont Air National Guard related to the reduction of greenhouse gas emissions and aircraft noise as per the terms and conditions of such Memorandum of Understanding, as attached hereto.
Subject	8.9. Resolution: Maintaining Open And Accessible Neighborhood Planning Assemblies (City Council) (20 mins.)

Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	9. Committee Reports
Department	Council and Board
Type	Information

10. City Council - General Affairs (up to 15 mins.)

Subject	10.1. Verbal reports
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	10. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

11. City Council President - Council Updates (up to 5 mins.)

Subject	11.1. Verbal reports
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	11. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

12. Mayor - General Affairs (up to 10 mins.)

Subject	12.1. Verbal reports
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	12. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board

Type Information

13. Adjournment

Subject	13.1. Motion to adjourn
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	13. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

14. Informational and Non-Discrimination Statements

Subject	14.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	October 23, 2023 - Regular City Council Meeting - Monday, October 23, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	14. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

Resolution Relating to

SUPPORTING MCNEIL GENERATING STATION
DISTRICT ENERGY PROJECT WITH VERMONT
NONPROFIT BURLINGTON DISTRICT ENERGY, INC.

RESOLUTION 7.06

Sponsor(s): Bd. of Finance

Introduced: 06/06/22

Referred to: _____

Action: adopted

Date: 06/06/22

Signed by Mayor: 06/09/22

CITY OF BURLINGTON

In the year Two Thousand Twenty-Two

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the City of Burlington (the “City”) and the Burlington Electric Department (“BED”) have
2 adopted a goal to reduce and eventually eliminate fossil fuel usage in heating and ground transportation (the
3 “Net Zero Energy Goal”), as set forth in that Net Zero Energy Roadmap, dated September 5, 2019; and

4 WHEREAS, the City and BED have identified and are undertaking capital improvements to implement
5 the City’s Net Zero Energy Goal, including technology system upgrades, electric grid updates to meet
6 increased electricity needs resulting from greater strategic electrification and to ensure the continued reliability
7 of BED’s current distribution system, generation plant upgrades and maintenance, and acquisition of and
8 investment in municipal electric vehicles and vehicle charging stations; and

9 WHEREAS, BED, as a municipal public utility, provides customers with high quality, efficient and
10 reliable electric power services in a manner that is inclusive of the environmental and community interests;
11 and

12 WHEREAS, BED and the other joint owners of the McNeil Generating Station (the “McNeil Plant”)
13 have investigated the use of steam generated at the McNeil Plant and have engaged in discussions and
14 planning over several years as to how to best capture and use the steam heat, recognizing that the costs of such
15 a system can require significant capital investment; and

16 WHEREAS, the City and BED have engaged in discussions with Ever-Green Energy, Inc. (“Ever-
17 Green”) as to methods and options to implement a district heating project that utilizes the thermal energy from
18 the McNeil Plant; and

19 WHEREAS, Ever-Green Energy has formed Burlington District Energy, Inc. (the “Burlington District
20 Energy”) as a Vermont nonprofit corporation, to be operated exclusively for charitable purposes within the
21 meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to assist BED in providing
22 thermal energy to BED customers, with the expectation that the Burlington District Energy will design,
23 construct, and operate a new district energy thermal energy system at the McNeil Plant to serve the University

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

of Vermont Medical Center, the Intervale Center, and such other customers as the system may efficiently and economically allow; and

WHEREAS Burlington District Energy is not yet recognized under Internal Revenue Code 501(c)(3), and intends to submit its materials for recognition, understanding the process may take several months to a year to complete; and

WHEREAS, the public purpose of the Burlington District Energy is the provision of essential public utilities services, furthering the environmental goals of reduction of the use of fossil fuels, and the planning and development of a centralized thermal district energy system that will further assist the City and BED in meeting its Net Zero Energy goals; and

WHEREAS, the City and BED has indicated support for this project numerous times, including via the commitments to the feasibility work completed in Phases 1, 2, and 3 of the district energy project, as it is expected that these improvements will benefit the City and the general public, and support the City's Net Zero Energy 2030 goal and further reduce the use of fossil fuels for heating;

NOW THEREFORE, BE IT RESOLVED that the City Council hereby acknowledges its support for the proposed district heating project and the application of Burlington District Energy for recognition as a 501(c)(3) tax exempt organization with the Internal Revenue Service;

BE IT FURTHER RESOLVED, that the City Council hereby determines that engaging Burlington District Energy to build and operate the thermal energy district heating system at the McNeil Plant will relieve the City of a portion of its burden to meet the sustainability, fuel conservation, and renewable energy requirements and goals for the City and BED;

BE IT FURTHER RESOLVED, that the City supports the formation of Burlington District Energy and its development of an environmentally sustainable, cost-efficient district energy system at the McNeil Plant; and

BE IT FURTHER RESOLVED, that the Council hereby authorizes BED's General Manager or their designee to serve on the Board of Directors of Burlington District Energy; and

BE IT FURTHER RESOLVED, that the City will continue to work in cooperation with Burlington District Energy to complete any remaining feasibility work with support from BED's Thermal Energy Process Fuels funds which are dedicated to this purpose; and

BE IT FURTHER RESOLVED that BED and the City will work in cooperation with Burlington District Energy and other partners to further advance the project and bring necessary final approvals before the

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....

.....

.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

54 City Council relating to one or more definitive agreements with BED, the McNeil Plant Joint owners, and
55 Burlington District Energy and other partners, as necessary to govern the development and operation of a
56 thermal energy district heating system consistent with the foregoing resolutions.

57

58 TM/TD/Resolutions 2022/SUPPORTING MCNEIL GENERATING STATION DISTRICT ENERGY PROJECT WITH VERMONT
59 NONPROFIT BURLINGTON DISTRICT ENERGY, INC.
60 6/2/2022

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

BED General Manager Springer

ORIGINAL

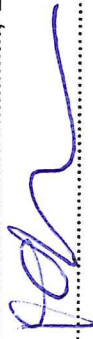
RESOLUTION RELATING TO

Supporting McNeil Generating Station District Energy Project With Vermont Nonprofit

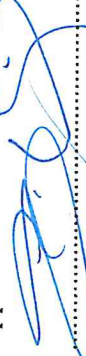
Burlington District Energy, Inc.

Adopted by the City Council

June 6, 2022

 Clerk

Approved June 9, 2022

 Mayor

Attest:

Lori Olberg

Licensing, Voting and Records Coordinator

Vol. Page

* * * * *

**Appendix to
Purchased Wood Agreements
Wood Residue Chips
Contract # _____**

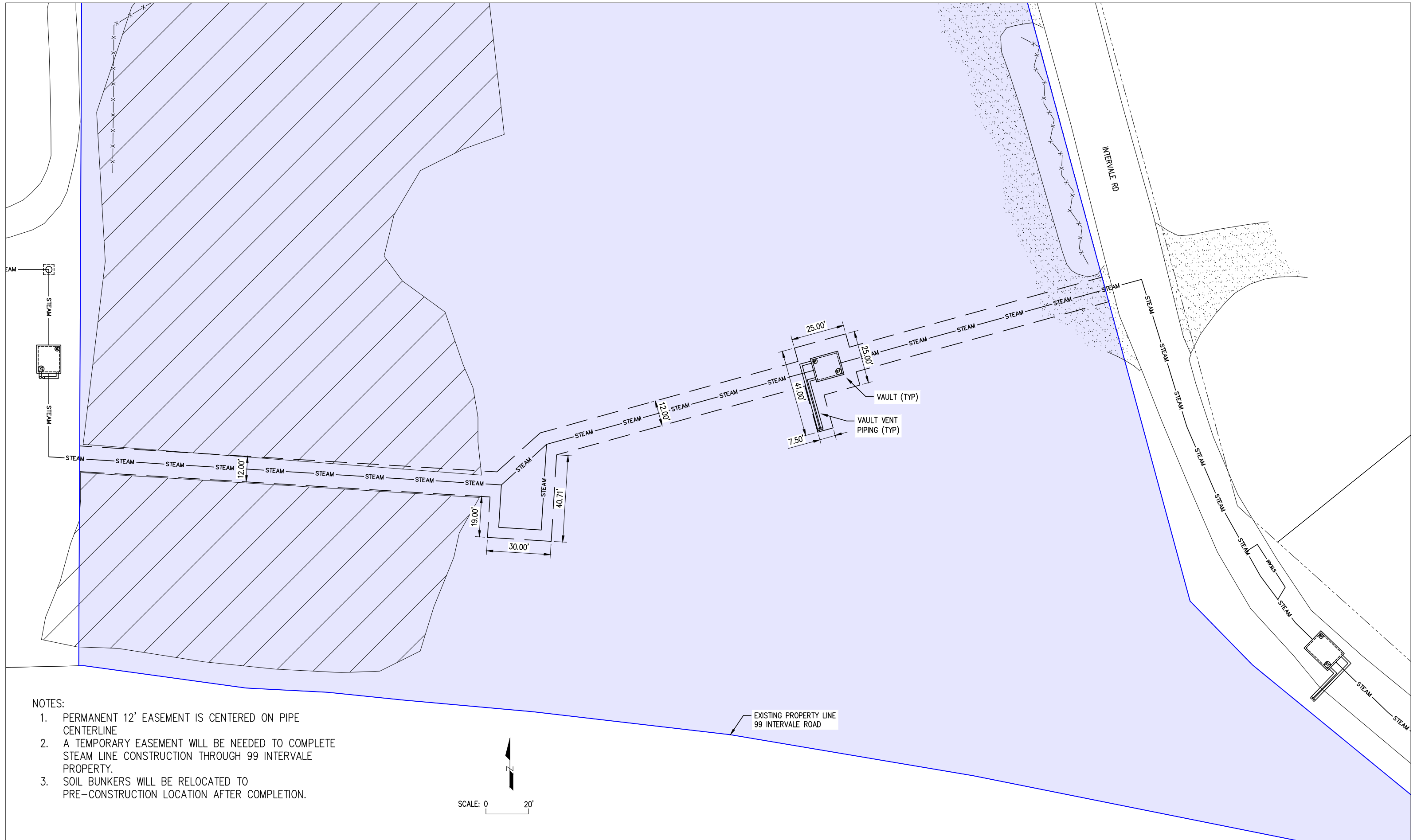
Specifications:

All residues delivered under this agreement shall be of a nominal size of 1 inch by 1 inch. Twigs and oversize chips shall not exceed 5 inches in any dimension. Residues shall not be abnormally wet, dirty, decayed or otherwise in poor condition. Loads of residues which in the opinion of the Buyer, fail to meet these Specifications will not be accepted. Unaccepted loads will not be purchased.

Delivery:

All residues delivered under this agreement are to be delivered in trucks with a wheelbase which can fit on a 60-foot scale platform in a single weighing. The maximum trailer length which will be dumped at McNeil Station is 48 feet. The maximum trailer length which will be dumped at Swanton yard is 48 feet. Self-unloading trailers of any length are acceptable at either location. Any trucks deemed unsafe by the Buyer will not be allowed to deliver. Deliveries shall be subject to the provisions ordered by the Vermont Public Utility Commission including:

1. No fuel trucks may enter or utilize the five corners intersection in Essex Junction, VT between the hours of 7:00 and 8:30 AM and 4:00 and 5:30 PM Mondays through Fridays inclusive, holidays accepted.
2. No fuel trucks may enter or utilize streets or highways within the cities of Burlington or Winooski on Sundays or before 6:30 AM or after 9:30 PM on any other day.
3. No fuel shall be off-loaded at the McNeil Generating Station from any truck on Sundays or before 7:00 AM or after 9:00 PM on any other day.
4. The Seller will adhere to the recommendations of the Vermont Department of Fish and Wildlife regarding cutting near deer yards, wetlands and habitats of Endangered Species.
5. The Seller will comply with all applicable environmental protection standards established under State or Federal law.
6. The Seller will sort forest products and market them to the highest and best economic use before selling residues (tops and limbs, damaged or diseased trees, otherwise non-commercial wood) to the McNeil Station.
7. The Seller will comply with all terms and conditions of the Burlington Electric Harvesting Guidelines, receipt of which is hereby acknowledged.
8. Burlington Electric is only interested in purchasing forest residues; therefore, Burlington Electric will not accept deliveries from sites where the only prescription is solely for energy production.



Draft Term Sheet

Contributor: Burlington Electric Department (“BED”)

Recipient: Burlington District Energy System (“BDES”)

Product: Vermont Renewable Energy Standard Tier 3/Energy Innovation (“Tier 3”) Credits created by the replacement of natural gas consumption and Contributor’s facilities with thermal energy produced by the Burlington District Energy System (“BDES”)

Structure: Firm contribution subject to conditions precedent.

Term: Twenty years beginning upon commercial operation of the DES continuing as long Conditions shown below remain in effect.

Condition(s):

- (1) BDES produces at least 12,720 T3 credits for BED, or provides equivalent benefit to BED under any VT RES successor or other governmental program.
- (2) BED can claim the T3 credits associated with this contribution on an annual basis.
- (3) Hospital continues to consume thermal energy from the BDES, displacing natural gas

Contribution: During the term, and commencing with the receipt of T3 credits, BED will contribute \$665,000 annually to Recipient to assist with the incremental costs associated with converting from the use of natural gas to DES thermal energy.

Delivery: Tier 3 credits associated with the project will be created by Contributor submitting the BDES activity for the year as a portion of its RES compliance report on xx/xx/xxxx.

Tier 3 Credits/Environmental Attributes/Claims: Tier 3 credits created by Contributor shall include all attributes necessary to qualify as such under 30 § V.S.A. 8005. Recipient will make no claims that are contrary to the use of Tier 3 credits created by Contributor for their intended purpose as a compliance mechanism under Vermont’s RES. Recipient may retain any attribute that does not interfere with the use and recognition of T3 credits created by Contributor.

Conditional Integration: The transaction contemplated by this term sheet is dependent upon the acceptance of corresponding terms governing the operation of the DES and the purchase and sale of Steam and Environmental attributes between and BDES and its customer(s).

Draft Commercial Terms for the Burlington Electric Department to Provide Thermal Energy to the Burlington District Energy System

1. Term & Termination

The Burlington Electric Department ("BED") will commit to provide thermal energy from its 50% ownership share of the McNeil generating facility, up to xx MMBTU per hour, for a period of 20 (twenty) years.

A. Termination by the District Energy System (DES)

The DES may terminate this Agreement by providing BED not less than 2 years written notice of the intent to terminate provided that any obligations pursuant to Sections 1(D) and 1(E) have been fully satisfied.

B. Termination by BED during Term of this Agreement

- a. BED may terminate this Agreement at any time during the Term by providing at least 42 months' written notice to the DES if McNeil faces any event, including but not limited to action/decision taken by the McNeil Joint Owners at a duly held meeting of the McNeil Joint Owners, that results in the plant no longer being available for energy production for the remaining term of this Agreement.*
- b. In the event of a Termination pursuant to this Section, if McNeil returns to operation, BED will resume the obligation to supply thermal energy from its share of McNeil for the remainder of the then current term and will renew such obligation as described above if the resumption occurs during the Term.*
- c. If a new renewable generating facility is commissioned at the McNeil property subsequent to such termination, and such generating facility has the potential to provide thermal energy to the DES, BED agrees to negotiate in good faith toward a successor to this agreement based on the provision of thermal energy from BED's entitlement to such new generating facility.*

C. DES Rights/Obligations in the Event of Termination by BED or Subsequent Providers

In the event of a termination by BED pursuant to this section, the DES shall have the following rights/obligations:

- 1. Continued use of the premises as described in Section 2 (Use of Premises)**

2. *The Parties agree to negotiate in good faith any other associated arrangements such that the District Energy System may continue to operate following a termination by BED for the remaining term of this Agreement.*
3. *As an alternative to #1 and #2 above, the Parties may negotiate an agreement for the DES to purchase the location designated in Attachment XX and easements.*

D. DES Rights/Obligations in the Event of Termination by DES

In the event of a termination by the DES, and as a condition of such termination being effective and binding, the DES shall reach terms for the continued use of the Property and execute a final agreement covering such terms with BED and the McNeil Joint Owners that will take effect concurrent with such termination. Alternatively, the DES may elect to remove all of its installations on the McNeil property and return any impacted portions of the property to their pre-DES state within six months of termination.

E. McNeil Joint Owner Rights in the Event of Termination by DES

In the event of a termination by the DES, the McNeil Joint Owners shall have the following rights to require a performance bond sufficient to cover the cost of removal of the DES equipment and remediation of the site to its pre-existing condition.

2. Use of Premises

The DES may install and operate an electric boiler, located in a to-be-built structure, on the portion of the McNeil property designated in attachment xx. The use of the designated portion of the property shall be at an annual charge to the DES of \$_____ for the term of this Agreement.

Provided that the electric boiler is connected to BED's distribution system, BED will develop a tariff for serving that electric boiler based on the wholesale costs associated with serving such load, as well as a reasonable contribution to BEDs overall cost of operation.

The DES shall be granted a right of way/easement from the designated location of the to be built structure to the point on the McNeil property where t the DES piping exits the McNeil premises.

The Parties agree to negotiate in good faith any other associated arrangements as may be required to permit the DES to begin operations.

3. Price

The per MMBTU pricing for steam energy from the generator delivered from BED's share of McNeil output to the DES at the Point of Interconnection shall be a function of the cost of wood fuel supply for the McNeil Station as follows:

Price being paid by McNeil for Wood Chips in \$/ton <plus> variable costs associated with fuel <plus> non-wood fuel costs <plus> variable O&M associated with fuel consumption <times> conversion factor <times> 110% <equals> price per MMBTU of thermal energy.

As an example: \$40/ton <plus> \$11.80/ton <plus> \$3.65/ton <times> 0.16048 <times> 110% = \$9.79 per MMBTU using today's pricing.

and shall vary monthly based on the higher of i) the rolling average of the costs per ton for McNeil wood fuel for the twelve preceding months, ii) the price per ton being offered to McNeil wood fuel suppliers for the current month. BED shall, annually beginning on June 30, 2025, provide the DES with budgeted pricing for the next fiscal year of this agreement (for example, on June 30, 2025 BED will provide DES budgeted pricing for the 12-month period ending June 30, 2026). The budget shall include the price per ton of wood and the price per MMBTU of all thermal energy provided by McNeil, regardless of whether that thermal energy is provided in the form of steam or exhaust waste heat recovery, along with the assumed variable cost of thermal production for the same period. The price per MMBTU shall be calculated using the cost of wood fuel converted to a variable cost of production of thermal energy, in either case for the period for which pricing is being provided calculated as shown above.

The price for thermal energy extracted from the McNeil stack shall be \$_____ per year escalated at the rate of inflation using the NE Urban – All Products CPI.

4. Delivery/Damages

Thermal energy shall generally be made available to the DES at any time that McNeil is operating for electricity production (unless technical reasons prevent such delivery). BED shall not be obligated for any damages for failure to deliver thermal energy at any time. BED shall use commercially reasonable efforts to overcome technical reasons preventing any delivery of thermal energy if such technical difficulty is associated with equipment owned by the McNeil Joint Owners.

5. Operational Scheduling

The operation of McNeil, in terms of dispatch periods, and hence the availability of thermal energy, shall be at the sole discretion of the McNeil Joint Owners based on the economics of producing electrical energy. Operation shall generally be based on a combination of ISO-NE and REC market factors (particularly price) and the need to maintain a viable wood supply. The specific output level of McNeil's operation shall likewise be at the sole discretion of the McNeil Joint

Owners, provided that the level of operation selected does not prevent the delivery of thermal energy to the DES during a period where the plant is operating and producing electricity.

Annually, within two weeks of July 1 of each year, the McNeil Joint Owners will provide an estimate of the McNeil operations (in the form of a planned capacity factor for the following November to March heating season). McNeil shall make commercially reasonable efforts to ensure that thermal energy shall be available for that heating season for a total number of hours not less than the capacity factor estimate times the number of hours in the heating season, absent an extended plant outage that resulted in McNeil altering the wood deliveries under its contracts with suppliers or an event constituting an event of Force Majeure.

7. Volume of Thermal Energy Available

Not less than XX MMBTU, and not more than YY MMBTU per hour of thermal energy will be delivered to the DES during any period where McNeil is online and producing at least YY MW of net electrical output. THE DES may, as needed, request any amount of thermal energy within this range of available thermal energy. Availability of thermal energy during times when the plant is starting up, or cooling down, or otherwise not online for energy production at a net electrical output of YY MW shall be at the discretion of the McNeil Joint Owners.

The DES is required to take xx MBTU of McNeil thermal energy whenever it is available, not to exceed YY MMBTU per hour, subject to having adequate customer load (and subject to availability of the DES delivery system). In the event that the DES takes less than xx MBTU in any such hour, DES will nevertheless pay for xx MBTU, less any revenue received from McNeil for the sale of net electrical output associated with the thermal energy not delivered to the DES (actual deliveries less XX MBTU if positive), but in no case shall the result of this calculation yield a payment to the DES from energy it does not take delivery of.

8. Costs associated with DES equipment located at McNeil

All costs associated with any equipment installed at the McNeil site to permit the provision of thermal energy from the steam ports on the McNeil Turbine as well as from flue gas waste heat to the DES will be borne by the DES, including, but not limited to, costs of electricity consumed by DES equipment, other operating or maintenance costs, and insurance costs). Proof of insurance must be provided by the DES, and maintained during the Term of this Agreement in the types and amounts specified by BED as long as it is commercially available and reasonable.

9. Renewability / Attributes / Environmental Credits

Any Vermont Renewable Energy Standard (RES) value associated with the operation of the DES, shall be apportioned between BED and the DES/its customers pursuant to the term sheet for Tier 3 contributions.

To Mayor Weinberger and City Council of Burlington Vermont,
Subject: Burlington District Energy Environmental Impact and Economic Viability.

We the citizens of Ward 1, in the spirit of addressing Carbon Dioxide emissions that have and continue to contribute to global warming, beseech Burlington's City Council to require the following questions be answered and satisfactorily addressed before further consideration of Burlington Electric Department's Burlington District Energy project that proposes to distribute some McNeil Power Plant combustion heat to the UVM Medical Center.

Issue 1: McNeil efficiency: It's estimated the lion's share, ~74% of heat generated, is lost without serving a useful purpose. Burlington District Energy will not capture and use this heat loss. Can we do better?

What is the current efficiency of McNeil - by exactly what percent does this project increase efficiency?

A: The Burlington District Energy proposal *does* capture waste heat by using a flue gas economizer as part of the project. It is estimated that the project will increase McNeil's efficiency approximately 10%. In the future, we may also be able to explore other ways to increase efficiency including drying wood chips.

Issue 2: McNeil lifetime: Typical plant lifetime is approximately 40 years. McNeil will celebrate its 40th year of operations in 2024. What investments are required to keep McNeil operational for sufficient duration to pay off the Burlington District Energy investment? Does Burlington want a wood burning generator in its long term future?

A: While nuclear plants, for example, have a permitted life of 40 years for safety reasons, McNeil does not have a time-limited operational lifetime. Rather it can run provided we properly maintain it. No extraordinary investments are required that we are aware of.

Further, the district energy project does not require extending or changing McNeil's lifetime. That said, BED's view is that McNeil is necessary for the foreseeable future to support reliability and affordability for Burlington customers and to maintain diversity of resources within our 100% renewable generation mix. It cannot for example be replaced with other renewable resources like solar and wind without increasing BED's exposure to the volatile regional fossil fuel electric markets, which tend to be more costly in winter (when McNeil operates nearly 24/7).

The project includes a supplementary electric boiler that will run during cost-advantageous times (for example when New England has excess renewable generation) and when McNeil is offline, and which can serve as back-up. If Burlington and McNeil's Joint Owners decided to close the plant, the district energy project terms would just require adequate notice (similar to what we would be required to give to the regional grid operator) and require that we work with the district energy project in good faith to either allow the non-profit district energy operator to buy us out of the property or, in the alternative, to negotiate to provide them the necessary use of the property to continue the district energy project for the remainder of its term.

Issue 3: Net Zero Status: McNeil generates electricity using steam created from the combustion of wood chips. When active, the burn rate is in the neighborhood of 74 tons of wood per hour. The claim is that the carbon released is captured by CO2 capture of new tree growth. With ongoing and impending climate changes, is the planet better served keeping Carbon in existing trees rather than spreading CO2 capture over the time to grow a mature tree...which can be many decades?

alternative: At the city council symposium IPCC climate experts strongly disagree that burning wood is net zero. How can we as a city count wood burning toward our net zero goals? On what timeline is BED claiming that wood burning is net zero ?

A: Two important points to offer here. First, McNeil does not accept wood from harvests that are for energy production purposes solely. Rather, we accept residues (tops and limbs, diseased or damaged trees, lower-value non-commercial wood) that are left over when harvests occur for other reason such as higher-value purposes (for furniture, or construction). McNeil's fuel supply in 2022 was largely wood residues, with a portion also coming from sawmill residues and our waste wood yard. McNeil is not the reason trees are cut, but we can make good use of a portion of the lower-value wood that would otherwise decompose and emit carbon. So it is not a question of whether we want to keep trees or run McNeil, McNeil uses left-over wood from harvests that are occurring for other purposes.

Second, the two scientists at the symposium did not represent the IPCC, although one of them, Dr. Bill Moomaw, offered that he contributed to several IPCC papers. BED follows IPCC protocols for how carbon is accounted for in wood energy, which is to count both the carbon emissions and carbon sequestration in the land use sector (not at the stack in the energy sector). As noted on our website (www.burlingtonelectric.com/mcneil) in the 2023 INRS report, the lands where harvests occur in Vermont and upstate New York that provide wood for McNeil have seen an *increase* in carbon storage in live trees of over 24 million tons of CO2 between 2007 and 2020, not a decrease. That indicates a net carbon benefit when accounting for all activities occurring in those lands, including harvests.

In addition, the Manomet study from Massachusetts, that is positively cited by Dr. Bill Moomaw, the scientist who was at the TEUC forum, indicates that biomass electric plants that use wood residues, like McNeil does, have a very rapid carbon payback and are far better from a climate standpoint than natural gas or oil or coal plants. See https://www.manomet.org/wp-content/uploads/2018/03/Manomet_Biomass_Report_Full_June2010.pdf (page 110).

Issue 4: Cost: The 2020 project cost estimate of \$16M has mushroomed to \$42M in a mere 3 years. The financial ROI has not been estimated. What is the investment liability to BED and its customers? What about BED's partners, Green Mountain Power (31% owner) and the Vermont Public Power Supply Authority (19% owner)? And will the UVM Medical Center and other Burlington District Energy beneficiaries invest?

A. The cost estimate is impacted by several factors, including moving from a high-level feasibility analysis to detailed design and engineering with real construction pricing, inflationary impacts, and increased interest rates. However, it is important to note the project has been scoped such that it will be debt financed by the Burlington District Energy non-profit, and will not include any financing from BED or the

City, nor any equity investments on their part. The project involves no general fund dollars. BED's only economic contribution will be to provide incentives under our state regulatory programs.

Issue 5: Impact of McNeil uptime less than 100%: While the McNeil plant can be turned on to meet electric demand, operations are not currently 24/7. Will Burlington District Energy increase operation or need to be turned on 24/7 during the winter months and if so, what impact will that have on wood consumption and electricity availability? Does this proposal authorize, in any way, an increased amount of wood burning at McNeil?

A. The district energy project does not require McNeil to use more wood. McNeil's wood use varies annually today, but with district energy we can get 10% more energy, approximately, from the same amount of wood by turning McNeil into a combined heat and power plant that operates more efficiently.

The district energy project will accept steam when McNeil is running, and McNeil runs based on electric market pricing (not district energy needs) and will continue to do so. The contract for McNeil's thermal energy makes thermal energy available when McNeil is running for electric generation only. The electric boiler that is part of the district energy project will be available to run when McNeil is offline, but a portion of the year neither McNeil nor the electric boiler will run and the Medical Center would utilize its existing system.

Issue 6: Impact of Burlington District Energy on electrical generation: Steam used for heat is not simple waste, but will be diverted before generating electricity. This will decrease McNeil's output by 3.5 MWatts or some 7%. This translates into less electricity for general use [electric cars and appliances]. How will this impact electric rates for McNeil owners?

A. As noted above, some of the district energy system output will be from waste heat that makes McNeil more efficient, but it is accurate that McNeil's electric output may be lower as we utilize a portion of its energy more efficiently for thermal purposes. Currently BED is "long" on renewable power, meaning we have more than we need to meet customer demand. Moving to district energy will diversify McNeil's revenue sources, whereas today its revenues are exclusively based on electric market prices and related markets, it will now have a slice of output compensated based on thermal pricing (which will cover the cost of wood plus a margin to contribute to McNeil's fixed costs). This will act as a modest hedge when electric prices are lower (as they were in 2019).

Issue 7: Construction disruption: The steam path will follow Intervale Road, North Prospect St, North St, Mansfield Ave Colchester Ave and the UVM Medical Center property. Construction may take a couple of years. How long will each segment be disrupted? Will the construction overlap that of the replacement Burlington-Winooski bridge? What outreach to affected residents will be done?

A. Each segment of construction will generally run between three to five weeks. Prior to construction for each particular segment, informational handouts will be provided to residents for at each segment, notifying them of the upcoming construction, the physical changes they will experience, traffic routing,

and expected duration of the work. We will also have a project website for residents to visit where we will provide weekly construction updates.

We believe that meaningful answers called out by these issues is instrumental to delivering a thoughtful, intentional decision on Burlington District energy.

Addressing climate change caused by CO2 emissions is no easy task. Burlington is said to be on track to be 100% carbon neutral emissions by 2030. But if it takes many years to recapture Carbon through reforestation, can we really say we're meeting that goal with a large outstanding Carbon debt?

Signed,

Ward 1 NPA Steering Committee for the Citizens of Ward 1



NET ZERO ENERGY

BURLINGTON VERMONT



About Burlington Electric Department (BED)

- Burlington's municipal electric utility
 - Public power since 1905
 - 118 employees, including the McNeil Generating Station
 - Third-largest electric utility in Vermont
- 21,000+ customers
 - 17,282 residential, 3,983 commercial and industrial
 - 5,500-6,000 residential accounts turn over each year
- Electricity facts:
 - Summer peak: ~65 MW; annual energy use: ~330,000 MWH
 - McNeil is the largest energy producer in Vermont with Vermont Yankee retirement
 - 100% of power from renewable generation as of 2014
 - Visit www.burlingtonelectric.com/mcneil for resources, Q&A, etc.

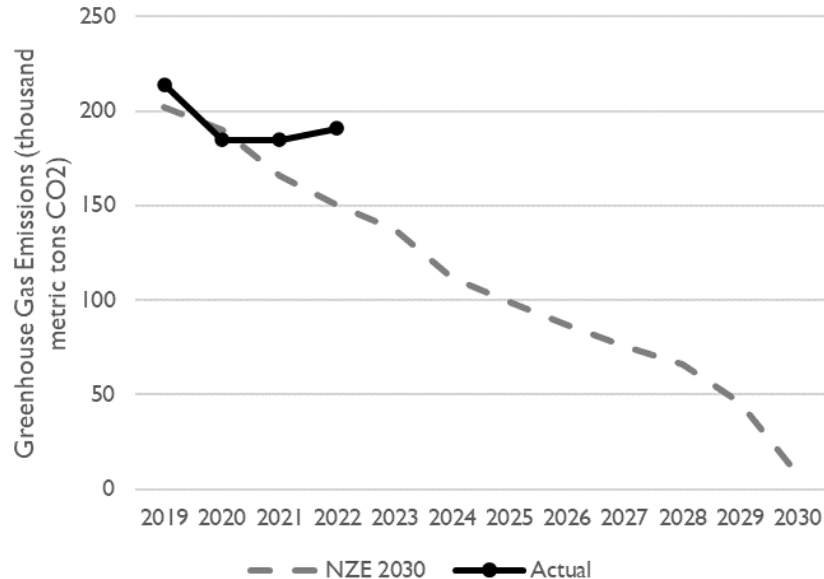




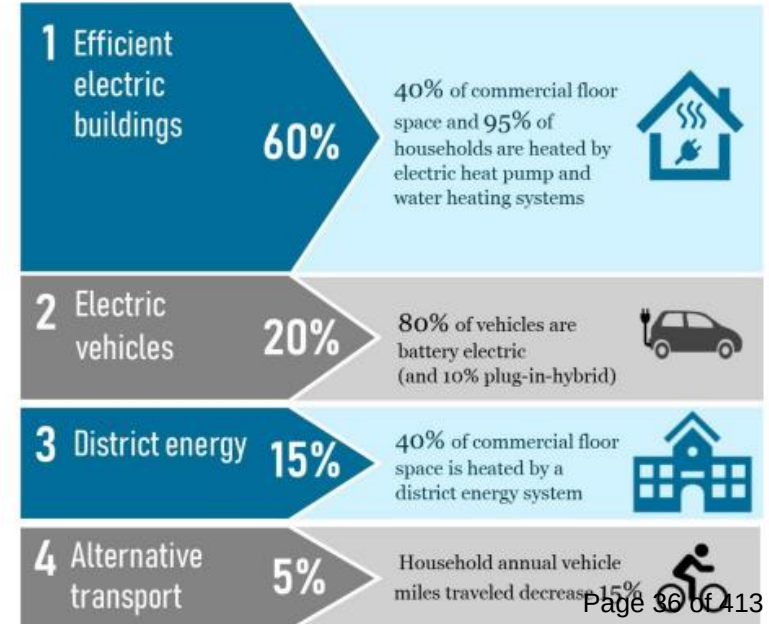
Burlington Net Zero Energy Roadmap



GHG emissions: Thermal and Ground Transportation 2019-2022

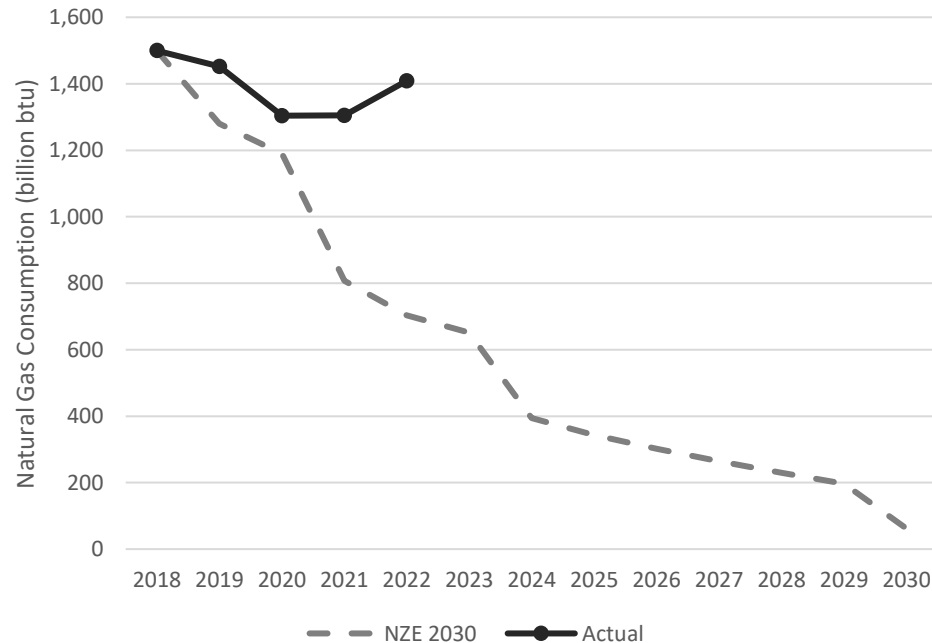


4 Fossil Fuel Energy Reduction Pathways





2022 Net Zero Energy Roadmap Commercial Sector Natural Gas Use





Climate and Wood Energy



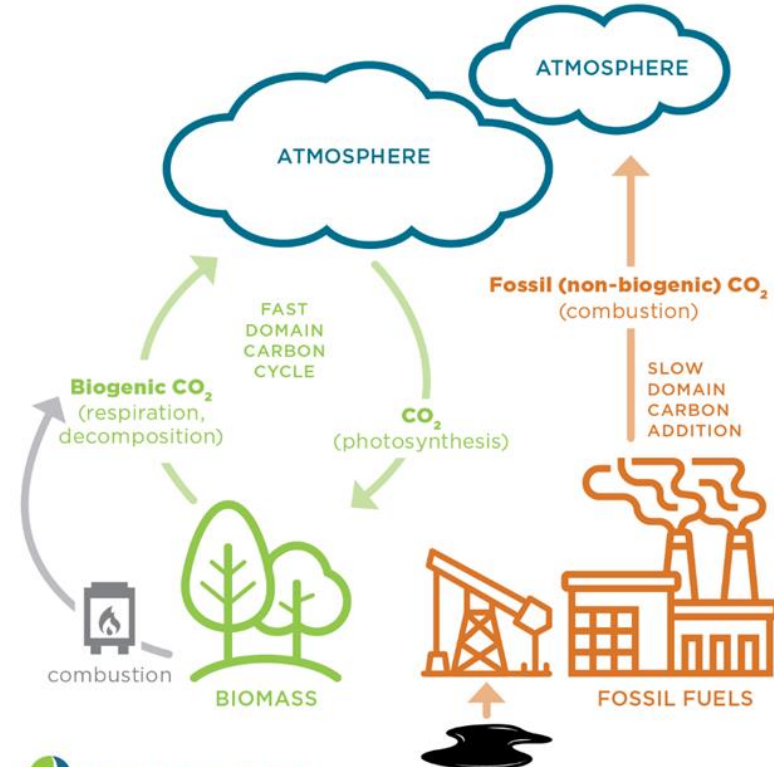
Why Does Burlington's Net Zero Energy Roadmap Focus on Fossil Fuels?



The Climate Emergency

“Of the total anthropogenic CO₂ emissions [in the last decade], **the combustion of fossil fuels was responsible for 81-91%**, with the remainder being the net CO₂ flux from land-use change and land management (e.g., deforestation, degradation, regrowth after agricultural abandonment [...]).”

—Intergovernmental Panel on Climate Change, “Synthesis Report of the IPCC Sixth Assessment Report (AR6)”, 2023





How do trusted scientific and governing bodies – **Intergovernmental Panel on Climate Change (IPCC), U.S. Environmental Protection Agency (EPA), and Vermont’s Agency of Natural Resources (ANR)** – count greenhouse gas emissions from wood to ensure emissions and carbon sequestration are both captured *accurately*?

IPCC Accounting Standard

Used by EPA and State of Vermont

*calculate the **+** and **-** at the same place*

+ CO₂ Sequestration

- CO₂ Emission





Net Carbon Change in Land Use Sector Where Wood is Procured for McNeil – *More CO₂ Sequestered and Stored than Emitted* ***Net Change = +24 million tons***

“Converting the forest carbon to CO₂ equivalent using a factor of 3.67, there are 24.3 million tons of additional forest CO₂ equivalent over the 13-year period from 2007 to 2020, or 1.87 million tons annually or 5,128 tons of CO₂ equivalent daily. Photosynthesis converts atmospheric CO₂ to sequestered carbon and free oxygen as plants grow.”

Resource –

<https://www.burlingtonelectric.com/wp-content/uploads/McNeil-Carbon-6.2023.pdf>

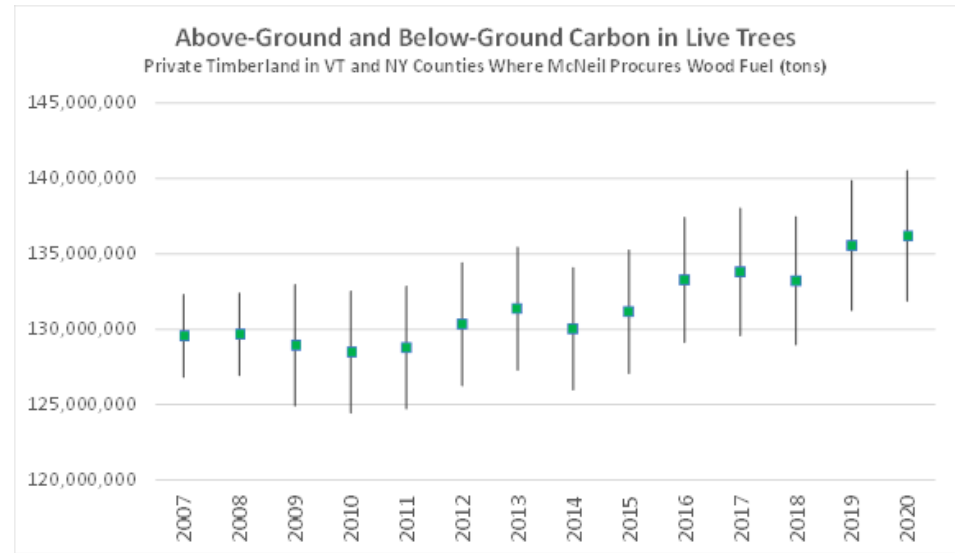


Figure 1. Tree Carbon on Private Timberland in Vermont (Addison, Chittenden, Franklin, Lamoille, Orleans, Rutland, Washington, and Windsor) and New York (Clinton, Essex, Franklin, and Warren) Counties

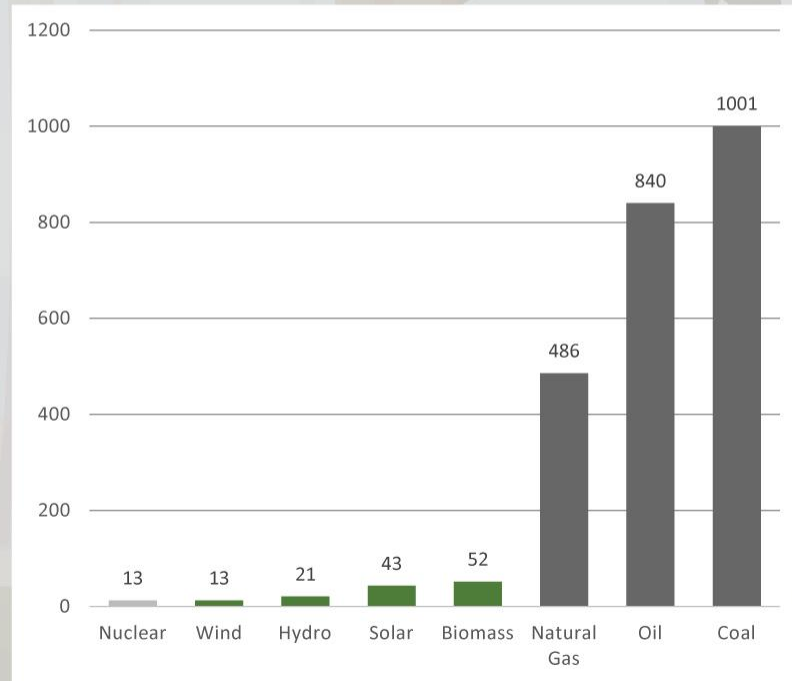


What if we use lifecycle greenhouse gas emissions analysis?

HOW MUCH CARBON DOES IT TAKE TO TURN ON A LIGHT BULB?

Grams of CO₂ required to produce a kWh of energy

Resources: <https://www.nrel.gov/docs/fy21osti/80580.pdf>





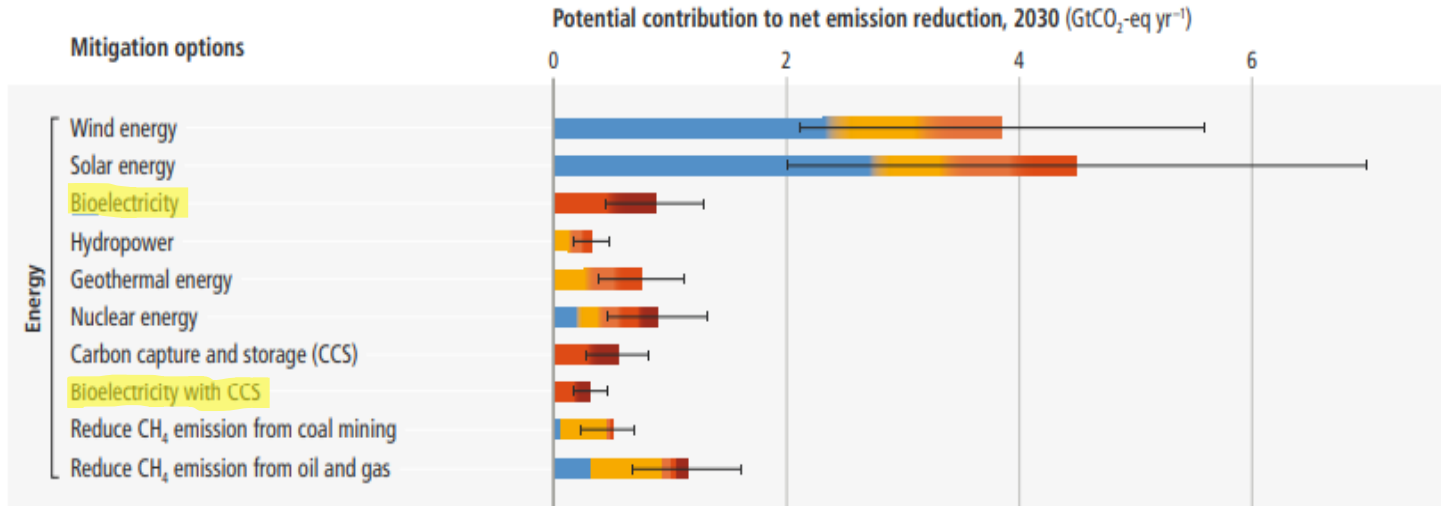
Can wood energy play a role in emissions reduction we need in timeframe called for by IPCC?



IPCC 6th Assessment 2022 Report Shows Bioelectricity as a 2030 Mitigation Option

IPCC: “In the long term, a sustainable forest management strategy aimed at maintaining or increasing forest carbon stocks, while producing an annual sustained yield of timber, fibre or energy from the forest, will generate the largest sustained mitigation benefit.”

Many options available now in all sectors are estimated to offer substantial potential to reduce net emissions by 2030. Relative potentials and costs will vary across countries and in the longer term compared to 2030.



Resources:

https://www.ipcc.ch/report/ar6/wg3/downloads/report/IPCC_AR6_WGIII_SPM.pdf (page 42) and https://archive.ipcc.ch/publications_and_data/ar4/wg3/en/ch9s9-es.html

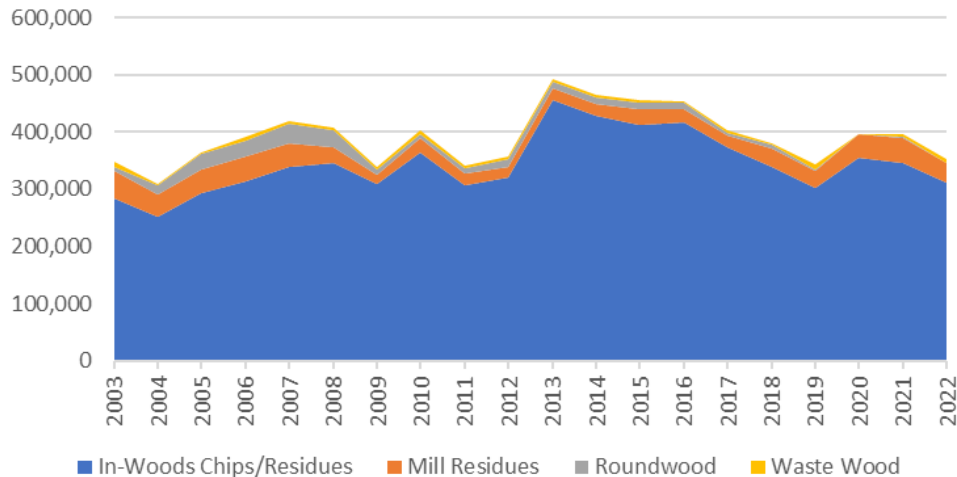


Are trees cut specifically for energy generation at McNeil? What kind of wood does McNeil use, and how does it impact the climate profile of the plant?



- McNeil uses wood residues (tops and limbs, diseased or damaged trees, non-commercial wood left over from higher-value harvests).
- McNeil does not accept wood harvests procured solely for energy production.

McNeil Fuel Supply



**Appendix to
Purchased Wood Agreements
Wood Residue Chips
Contract # _____**

Specifications:

All residues delivered under this agreement shall be of a nominal size of 1 inch by 1 inch. Twigs and oversize chips shall not exceed 5 inches in any dimension. Residues shall not be abnormally wet, dirty, decayed or otherwise in poor condition. Loads of residues which in the opinion of the Buyer, fail to meet these Specifications will not be accepted. Unaccepted loads will not be purchased.

Delivery:

All residues delivered under this agreement are to be delivered in trucks with a wheelbase which can fit on a 60-foot scale platform in a single weighing. The maximum trailer length which will be dumped at McNeil Station is 48 feet. The maximum trailer length which will be dumped at Swanton yard is 48 feet. Self-unloading trailers of any length are acceptable at either location. Any trucks deemed unsafe by the Buyer will not be allowed to deliver. Deliveries shall be subject to the provisions ordered by the Vermont Public Utility Commission including:

1. No fuel trucks may enter or utilize the five corners intersection in Essex Junction, VT between the hours of 7:00 and 8:30 AM and 4:00 and 5:30 PM Mondays through Fridays inclusive, holidays accepted.
2. No fuel trucks may enter or utilize streets or highways within the cities of Burlington or Winooski on Sundays or before 6:30 AM or after 9:30 PM on any other day.
3. No fuel shall be off-loaded at the McNeil Generating Station from any truck on Sundays or before 7:00 AM or after 9:00 PM on any other day.
4. The Seller will adhere to the recommendations of the Vermont Department of Fish and Wildlife regarding cutting near deer yards, wetlands and habitats of Endangered Species.
5. The Seller will comply with all applicable environmental protection standards established under State or Federal law.
6. The Seller will sort forest products and market them to the highest and best economic use before selling residues (tops and limbs, damaged or diseased trees, otherwise non-commercial wood) to the McNeil Station.
7. The Seller will comply with all terms and conditions of the Burlington Electric Harvesting Guidelines, receipt of which is hereby acknowledged.
8. Burlington Electric is only interested in purchasing forest residues; therefore, Burlington Electric will not accept deliveries from sites where the only prescription is solely for energy production.



Favorable Fuel Supply from climate perspective –

McNeil’s reliance primarily on wood residues is favorable from a carbon payback standpoint. Even the Manomet study (cited positively by wood energy opponents including Dr. Bill Moomaw who attended the TEUC forum in June) makes clear wood residues have a better carbon profile than fossil fuels –

Finally, it is interesting to consider the “harvest” and use of just tops and limbs. While this may not be directly applicable to forest management in Massachusetts (due to poor markets for pulpwood and limited opportunities for log merchandizing), it may be representative of situations involving non-forest biomass sources, such as tree trimming/landscaping or land clearing. The results in this case (also shown in Exhibit 6-12) indicate rapid recovery, with nearly 70% of the carbon losses “recovered” in one decade. Thus, all bioenergy technologies—even biomass electric power compared to natural gas electric—look favorable when biomass “wastewood” is compared to fossil fuel alternatives.



Burlington District Energy



What is District Energy?

- In Burlington context its efficient underground distribution system to connect multiple renewable thermal sources (McNeil waste heat, McNeil steam, and supplementary electric boiler) to customer buildings.
- United Nations Environment Programme calls district energy “a secret weapon for climate action and human health” and stated that “forward-looking cities are connecting district energy with efficient buildings, waste and renewables to create integrated urban systems and achieve resilience and circularity.”

Resources: <https://www.unep.org/news-and-stories/story/district-energy-secret-weapon-climate-action-and-human-health>



Sustainable Biomass District Energy is a Globally and Locally Recognized Climate Strategy

- **St. Paul, Minnesota** – 25 MW of electric, 55 MW of heating, 40 years of rates under inflation;
- **Lund, Sweden** – Working toward Net Zero CO2 2030 goal (50% of way in 2018). Biomass plant similar to McNeil (uses wood residues, diseased/damaged trees), and runs district energy system;
- **Dalhousie University, Nova Scotia, Canada** – 2018 biomass thermal/electric, sawmill residue;
- **France** – Uses biomass for district heating (including in Paris), Sept. 2023 announced plans to convert two remaining coal plants (1,800 megawatts) to biomass;
- **Finland** – Legal requirement for climate neutrality 2035, IEA report shows biomass and district energy, along with nuclear and wind and hydro, helped Finland reduce fossil fuel use to 36%;
- **Montpelier, Vermont** – 2014 biomass district heating system to reduce reliance on oil, savings dependent on price of oil, but in 2021 then-Mayor Watson noted she was pleased the system was online due to need to address climate change;
- **University of Maine, Farmington** – 2016 Wood chip district heating covers 23 campus buildings

Resources: <https://www.pressherald.com/2016/03/13/umaine-farmington-celebrates-new-biomass-facility/> ; <https://www.iea.org/reports/finland-2023/executive-summary>; <https://www.argusmedia.com/en/news/2492599-france-to-convert-18gw-to-biomass-by-2027-macron>, https://www.timesargus.com/news/local/district-heat-a-mixed-bag/article_61e5a260-824a-5624-a0b2-c9d7a9a00352.html
BED webinar on biomass district energy - <https://www.youtube.com/watch?v=HJkiAmCp4Qg&t=5s>,



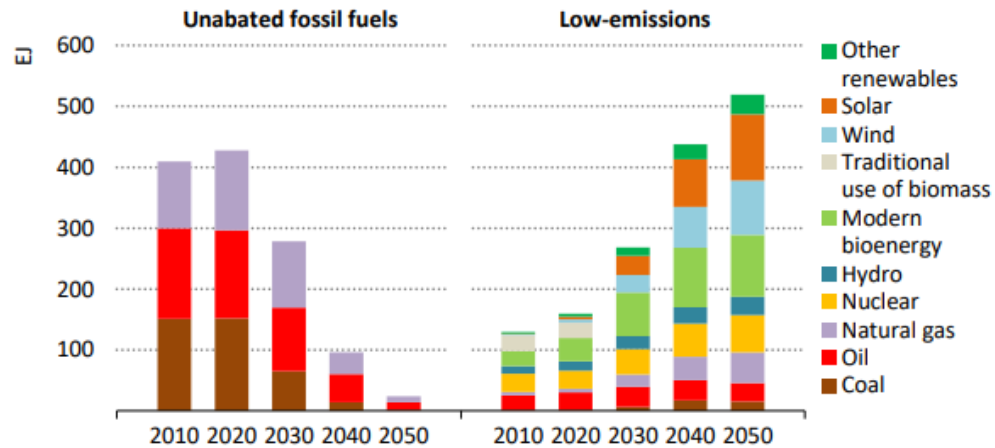
International Energy Agency (IEA) 2050 Net Zero Roadmap

Modern Bioenergy Meets 20% of Energy Needs as Fossil Fuels Dramatically Reduced

Phase out of traditional fossil fuel boilers “puts a premium on the availability of compelling alternatives...including the use of heat pumps, efficient wood stoves (using sustainable supplies of wood), **district energy**, solar PV, solar thermal and other renewable energy technologies.”

IEA member countries: Australia Austria Belgium Canada Czech Republic Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Japan Korea Luxembourg Mexico Netherlands New Zealand Norway Poland Portugal Slovak Republic Spain Sweden Switzerland Turkey United Kingdom United States The European Commission also participates in the work of the IEA. Resources: <https://www.energy.gov/sites/default/files/2021-12/IEA%2C%20Net%20Zero%20by%202050.pdf>

Figure 2.6 ▶ Total energy supply of unabated fossil fuels and low-emissions energy sources in the NZE



IEA. All rights reserved.

Some fossil fuels are still used in 2050 in the production of non-energy goods, in plants equipped with CCUS, and in sectors where emissions are hard to abate



Why District Energy in Burlington?

- Improve McNeil's efficiency 10%
- Use local renewable thermal resource instead of fossil gas
- Reduces over 220,000 MMBTU of natural gas usage *every year* by creating 190,000 MMBTU of renewable steam (including 3 steam sources - waste heat, steam extraction, and supplementary electric boiler), plus 34,000 MMBTU of efficiency savings
- Cut commercial sector natural gas use 16% in Burlington, cut Burlington carbon dioxide emissions approximately 13,000 tons annually, taking single-biggest step to move towards Burlington's Net Zero Energy 2030 Roadmap goal



Current Project

- Partnership with BED, City of Burlington, UVM Medical Center, VGS, Ever-Green Energy;
- Started in late 2018, three stages of feasibility work, first-time ever a district energy project has been designed and engineered, and been shovel ready pending permits;
- \$5.16 million secured by Senator Patrick Leahy in appropriations for this project, accepted by City Council June 2022 (resolution 7.06 – 6/6/22);
- Creation of 501(c)(3) non-profit run by Ever-Green, also supported by Council in June 2022 (resolution 7.06), to finance and operate the project.



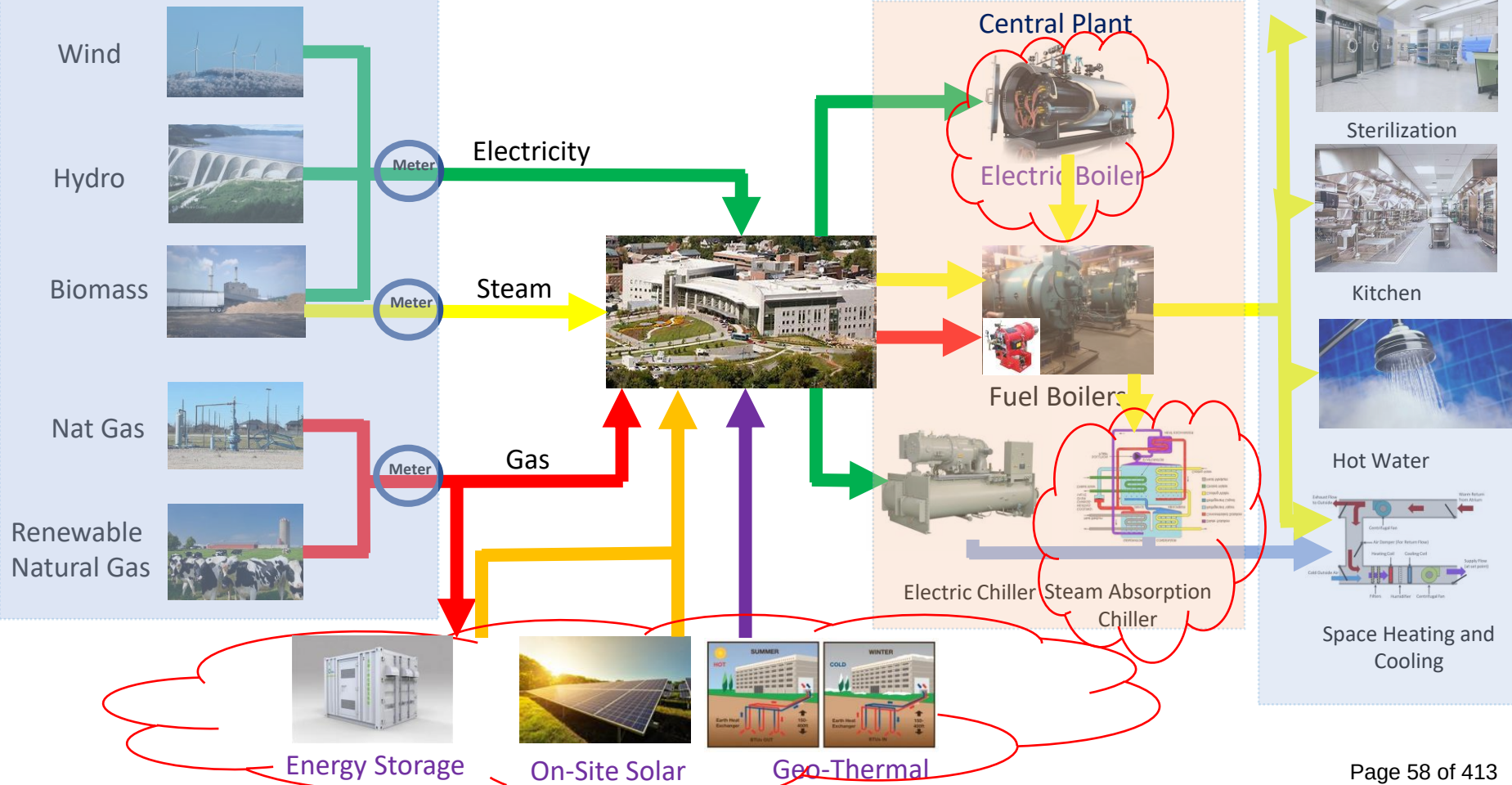
Analysis Key Points

- UVM Medical Center includes a steam-based system that prioritizes 100% reliability, district energy is a decarbonization solution for that system;
- Analyzed multiple scenarios, district energy most cost-effective decarbonization strategy that also works with steam;
- Geothermal is strongly supported by BED & VGS, but is not a fit for steam system. We looked at hot water-based system with Corix in 2016-2017, but it did not advance;
- BED and VGS work closely with UVM Medical Center on energy efficiency;
- Solar and wind are not applicable (don't create steam).

Utility Energy Inputs

Medical Center Energy Systems and Uses

End Uses





Key Financial Terms

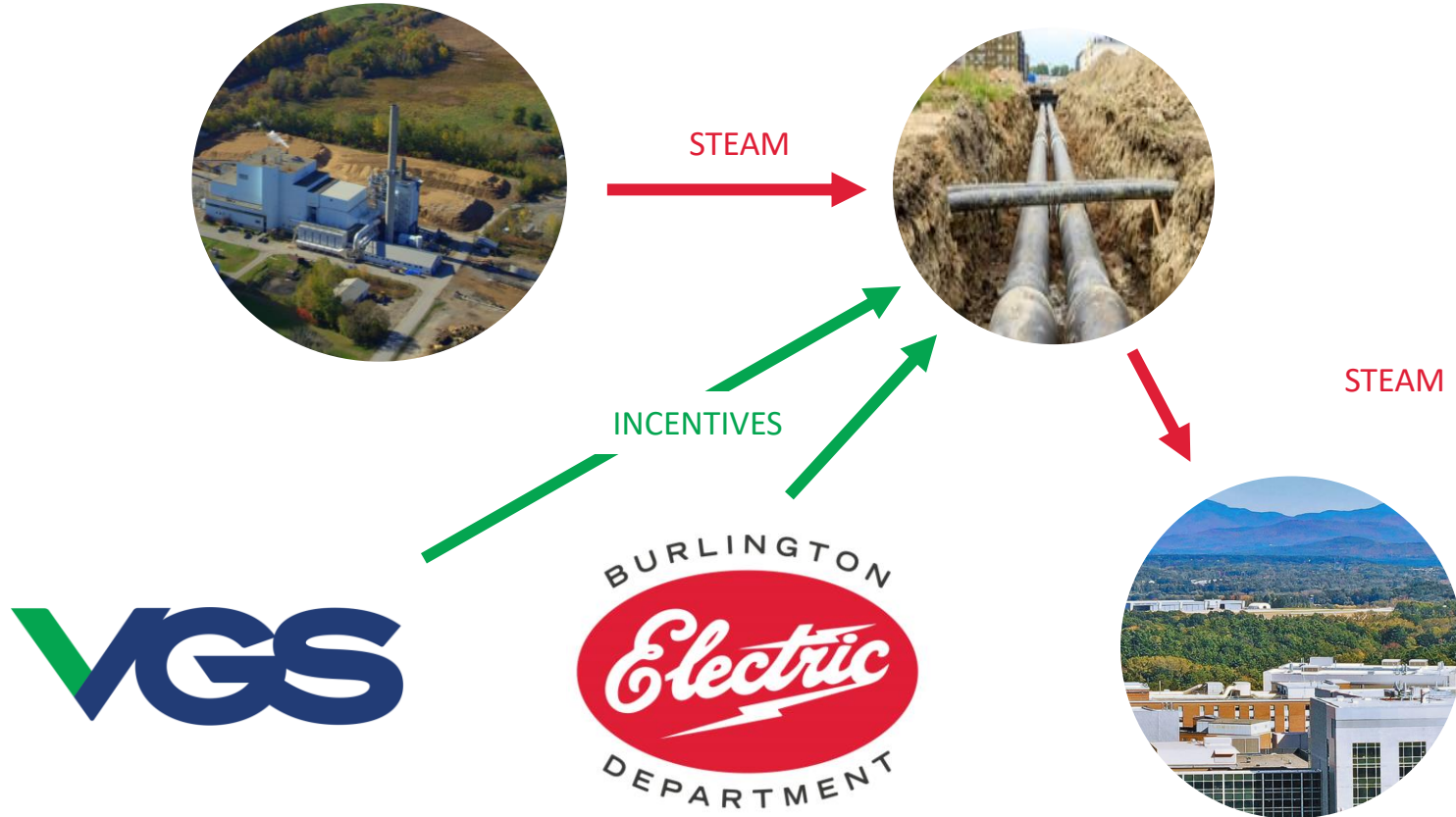
- Capital investment fully financed through Burlington District Energy non-profit, zero taxpayer or ratepayer financing, zero general fund dollars;
- BED and VGS provide incentives under State programs:
 - BED will use Tier III credits under Renewable Energy Standard
 - VGS will use Clean Heat credits under recently-passed Affordable Heat Act
- Burlington District Energy manages construction and operation of project;
- UVM Medical Center purchases the renewable steam and receives the renewable attributes.



Key Operational Terms

- No expansion of McNeil's energy generation capacity, no change in how McNeil is dispatched (continues to run based on electric market pricing), no change in McNeil's wood procurement needs;
- A flue gas economizer would be installed at McNeil to capture and utilize waste heat;
- A supplementary electric boiler would be installed at McNeil to provide steam when cost-effective when McNeil is offline, and to serve as a back-up;
- UVM Medical Center retains its existing systems and can run them when McNeil and electric boiler are offline.

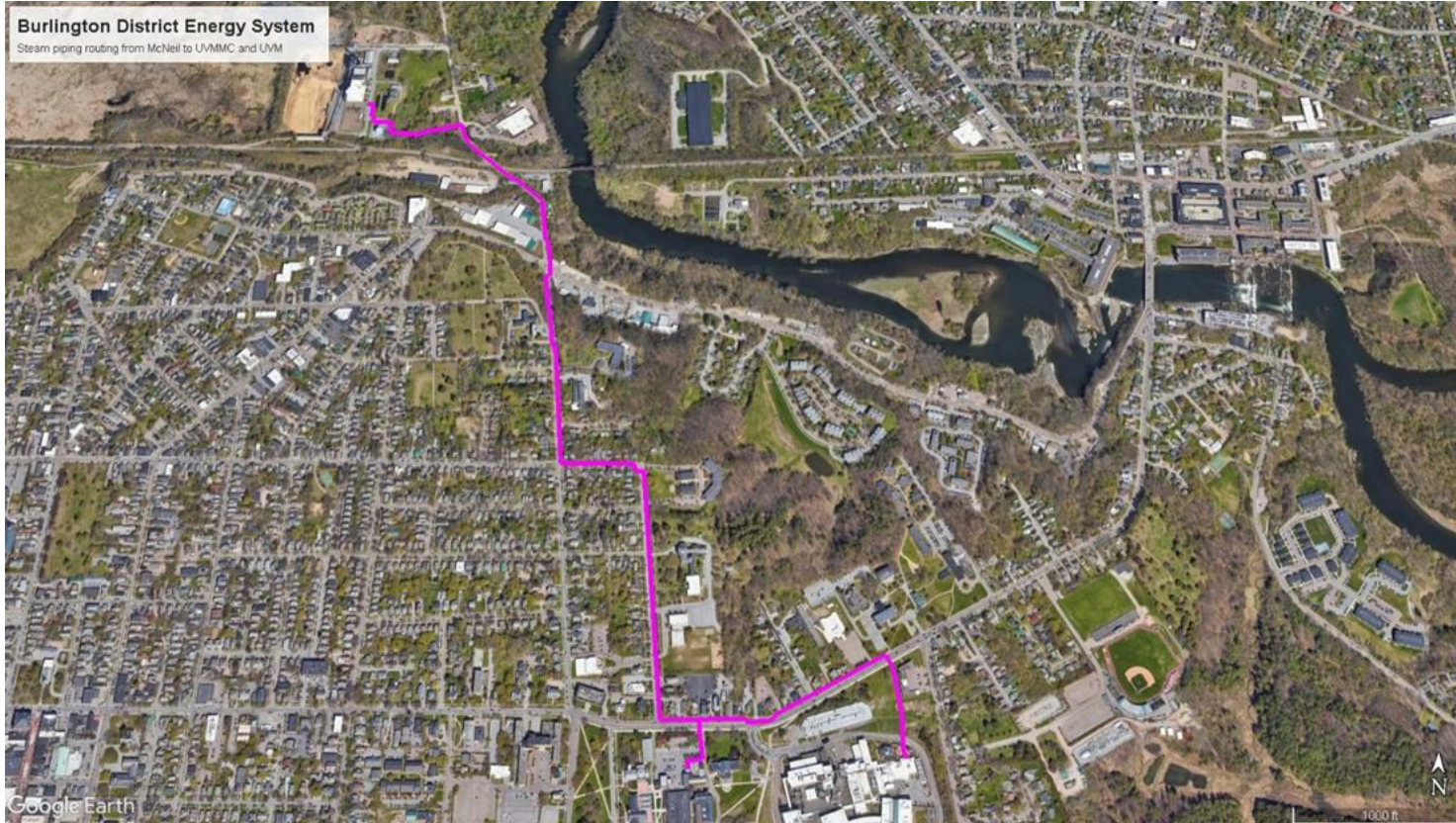
Burlington District Energy System Business Model





Burlington District Energy System

Steam piping routing from McNeil to UVM and UVM



- Intervale Road to North Prospect
- North Prospect to North Street
- North Street to Mansfield Ave.
- Mansfield Ave. to Colchester Ave.



McNeil District Energy Reduces GHG Emissions Over 95% Compared to Fossil Gas

A carbon score evaluates the life-cycle carbon emissions related to the use of a particular energy source. The score measures intensity, which means a common unit of energy is used across all measurements so that they are comparable to one another. The unit used to measure carbon intensity is grams of carbon dioxide-equivalent per megajoule of energy. You may see this abbreviated as g Co2e/MJ. Carbon dioxide equivalencies allow for a common unit of measure across various greenhouse gases that have different climate impacts.

The GREET model was developed by Argonne National Laboratory to estimate life cycle carbon emissions for a wide variety of energy sources and uses. It is continually updated by the Lab and is used by many State governments to measure carbon intensity under emissions reduction regulations. First Environment was retained by VGS to estimate carbon intensity for McNeil and the proposed district energy system using the GREET model. Their modeling assumes that steam energy displaces the use of natural gas for customers of the system. Results of initial modeling:

Fuel	CI Score (g Co2e/MJ)
Fossil Gas	79
McNeil Steam	3.76
Electric Steam (BED Portfolio)	0.039

*Note that the natural gas score above is an approximation of carbon intensity on a life cycle basis, meaning that it includes the use of energy in production, transportation and distribution, and accounts for both emissions from combustion and from fugitive emissions like leaks.

<https://www.burlingtonelectric.com/wp-content/uploads/CI-Model-Letter-Report-draft-ver-3.pdf>



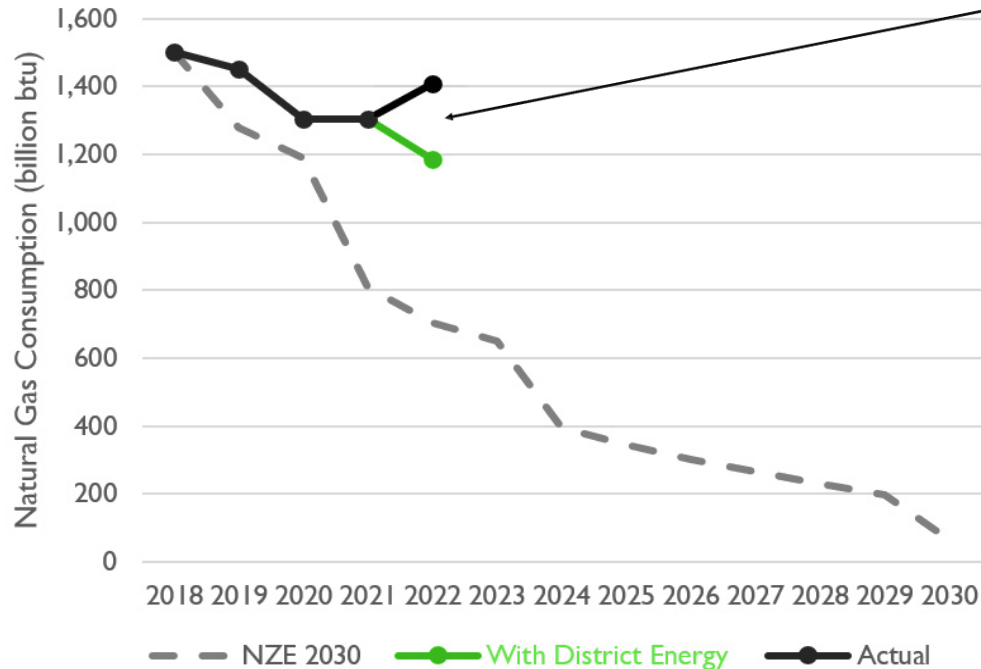
Items for Council Review

- **BED Term Sheet to Provide Steam and use of McNeil Site –**
 - McNeil to provide steam when it runs, add flue gas economizer to capture and use waste heat;
 - No change to McNeil dispatch, no expansion of boiler or plant energy generating capacity;
 - Infrastructure connections to district energy system, allow district energy system to add and operate supplementary electric boiler
- **BED Term Sheet for Incentives for Project –** Flat incentive of \$665,000 per year under Tier 3 program, provided project operates and reduces fossil fuel use as expected. Commensurate dollar per MWH equivalent with other BED incentive programs. No change to existing electrification incentive funding. No ratepayer or taxpayer financing.
- **Easement at 99 Intervale –** Rendering in materials posted
- **Franchise Agreement for Burlington District Energy non-profit –** Drafting by DPW, City Attorney



Net Zero Energy Roadmap Commercial Sector Natural Gas Use *With Burlington District Energy*

Commercial Natural Gas Consumption



16 % REDUCTION



To: City Council

From: James Gibbons, Director of Policy & Planning
Emily Stebbins-Wheelock, CFO and Manager of Strategy and Innovation
Darren Springer, General Manager

Date: October 23, 2023

Re: Strategic electrification (Tier 3) program credits for District Energy

This memo describes economics of the Burlington Electric Department (BED)'s potential \$665,000 annual Tier 3 program incentive for the proposed District Energy System (DES).

Background

In 2015, the Vermont legislature passed the Vermont Renewable Energy Standard (RES), which sets forth three requirements that began in 2017. Under "Tier 3" of the Vermont RES, Vermont distribution utilities offer programs designed to encourage customers to reduce fossil fuel use and emissions, particularly for heating and transportation. Each utility has a Tier 3 obligation that is based on a percentage of its retail sales; this percentage increases annually. Utilities may meet their Tier 3 obligation either through program activity, by retiring renewable energy credits from small, new, Vermont-based generators, or paying an alternative compliance payment (ACP). Paying the ACP would send customer dollars out of Burlington to a state fund. Utilities pursuing custom projects, such as this DES proposal, may seek prior approval by the Vermont Public Utility Commission (PUC), including the approved number of Tier 3 program "credits" or megawatt-hour-equivalents (MWh_e) allowed for each program measure and the anticipated costs to deliver each program.

Because the proposed DES would reduce commercial sector natural gas use in Burlington, and hence fossil fuel emissions, the opportunity exists for BED to implement a custom Tier 3 program that would provide an incentive to the DES, and generate Tier 3 program credits for BED that would count toward BED's Tier 3 compliance obligation. BED would submit this incentive design to the PUC for prior approval as noted above.

Analysis/Assumptions

In evaluating the economics of offering a Tier 3 incentive in support of the DES, BED considered several factors:

1. The cost of BED's existing "prescriptive" Tier 3 programs¹ compared to the cost of the DES proposal, both in terms of expense and in cash outlays.

¹ "Prescriptive" programs are those with defined incentives associated with a defined fossil fuel reduction/MWh_e, such as rebates for electric vehicles and heat pumps. "Custom" programs are those where the incentive amount and the MWh_e savings are uniquely determined based on the details of each project, such as a geothermal heat pump for a large commercial building.

2. The fact that all of BED's existing Tier 3 programs result in increased electric sales/revenue, as well as electric utility costs to serve load. If incremental revenues exceed incremental costs, those "excess" revenues can help offset a portion of the cash obligation for incentive. DES, by contrast, is not expected to materially affect BED's retail revenues or costs.
3. The impact of potential load control rates on retail revenues and costs to serve new heating and transportation (i.e. EV) loads.
4. The reasonableness of current statewide estimates for incremental electric sales from heat pumps, which BED believes are too high based on its program experience to-date.
5. The significant variability and uncertainty associated with the level (number of credits generated) and the costs of future prescriptive Tier 3 program activity based on BED's experience to-date.
6. The approach of adding DES Tier 3 credits to existing Tier 3 program activity.

In evaluating the proposed DES Tier 3 incentive considering the above factors, certain assumptions were made. Changes in these assumptions will affect the results of the financial assessment.

1. The Vermont RES and its existing Tier 3 requirements will continue unchanged for the NPV evaluation period.
2. That the implementation of the Clean Heat Standard does not reduce the number of Tier 3 credits BED can claim and that the 225,000 MMBTU annually used to derive the 25,440 current estimate of Tier 3 credits is accurate.
3. No custom Tier 3 programs are assumed due to the unpredictability of their timing, scale, and cost. These programs can, however, be significantly cost-effective on a per-credit basis.
4. BED will continue its present prescriptive Tier 3 programs to provide broad customer access to strategic electrification.
5. Prescriptive Tier 3 program activity is held constant at FY 2024 budgeted levels.
6. The cost of BED's prescriptive Tier 3 program activity is increased annually by an inflation factor of 2.25%.
7. Net Present Value (NPV) of the net cost per Tier 3 credit over time is the best metric for evaluating the cost-effectiveness of the DES Tier 3 proposal compared to other alternatives for Tier 3 compliance. In this context, the net cost per credit is the cost of acquiring the credit less any expected retail revenues from the measure in question.
8. Retail electric rates for heat pumps will need to be discounted to support broad adoption and make thermal electrification cost-competitive with natural gas. Retail rates for EVs will continue to be discounted in recognition of the restrictions on charging under BED's present EV Tariff. Not all customers who adopt the measures will elect to be on the rates.
9. Annual DES Tier 3 program incentive of \$665,000, held flat (no inflation factor) for the 20-year period.
10. No impact of DES on BED's electric sales or economic benefit to McNeil of the DES proposal has been included, (i.e, no net revenue is assumed from the electric boiler to be installed as part of the DES).
11. No participation by the other Joint Owners of McNeil in the DES Tier 3 program is assumed. Participation by the other Joint Owners of McNeil would reduce BED's incentive investment and Tier 3 credit bank.

12. Discount rate of 4.76%, consistent with the assumptions in BED's 2023 Integrated Resource Plan and the current interest rate environment.
13. Any increases in underlying utility costs to serve will be offset by corresponding increases in electric rates.

Conclusions

Price of Tier 3 Credits

The proposed DES program is estimated to have a gross NPV cost of \$15.76/credit in current dollars. This compares favorably with the NPV of the assumed average gross cost of BED's existing Tier 3 programs of \$35.02/credit using the above assumptions. A DES Tier 3 program benefits in this comparison from a level \$/credit contribution structure over the twenty-year period, whereas the cost of other Tier 3 program activities is assumed to increase over time to keep up with inflation, address new technologies, and encourage greater adoption as noted above.

This "gap" between the cheaper gross program cost of the DES proposal and the gross cost of existing programs is somewhat closed, however, by the anticipated net electric revenues resulting from the existing programs that will not result at the same level from DES. Subtracting the NPV of incremental electric revenue (\$15.97/credit) from the NPV gross cost (\$35.02/credit) of prescriptive programs yields a net NPV cost for prescriptive programs of \$19.05/credit, compared with the estimated DES net NPV cost of \$15.76/credit.

This analysis shows that at the above assumptions, the proposed DES program appears to be more cost-effective on a per-credit basis compared to existing prescriptive Tier 3 program offerings. The DES per-credit NPV costs would be materially affected if the number of credits generated was altered (see assumption #2).

Volume of Tier 3 Credits

Based on the above assumptions, without a DES Tier 3 program, BED's prescriptive Tier 3 programs are expected to generate sufficient credits each year to meet BED's Tier 3 annual compliance requirements through 2025. In addition, excess credits from programs in these years will be "banked" for use in future periods. Beginning in 2026, however, BED projects that it will need to begin to use some banked credits along with credits from current-year program activity to meet its Tier 3 obligation, as the compliance obligation rises without a corresponding increase in program activity. Beginning in 2032, BED projects that it will have drawn its Tier 3 credit bank down to zero and will not have sufficient credits to meet its annual obligation. At this point, BED would begin to be exposed to ACPs, at a projected cost of \$88.06/credit in 2032, which would be paid into a state fund.

The proposed DES Tier 3 program is projected to generate 25,441 credits per year. This is a significant number of credits (more than BED's total Tier 3 requirement through 2025). With the additional credits from the DES program, BED projects that it will have excess credits relative to its compliance needs throughout the 20-year period evaluated, resulting in banking of excess credits in all years, and a cumulative bank at the end of the 20-year period of more than 250,000 Tier 3 credits. To support attainment of Burlington's Net Zero Energy goal, BED would be purposefully exceeding its Tier 3 compliance requirements, but at a per-credit cost (gross and net) that is projected to be lower than that of current prescriptive programs. BED has assumed it would need to exceed the Tier 3 requirements in

support of City climate goals given that, while Tier 3 is ambitious, the Net Zero Energy Roadmap trajectory is even more ambitious in its emissions reduction goals.

Overall NPV Savings and Costs

Considering the total 20-year NPV cost of meeting BED's Tier 3 obligations, the financial modeling BED has conducted shows that the DES Tier 3 incentive proposal would reduce BED's Tier 3 compliance expense by \$10.6 million at a NPV cash cost of \$7.2 million compared to existing prescriptive Tier 3 programs. The DES Tier 3 proposal represents a significant Tier 3 investment over a 20-year period, but it does not appear unreasonable economically based on the above assumptions. BED intends to continue its strong electrification incentives alongside any incentive investment in DES and would plan accordingly for future Tier 3 program plans and budgets.



TOTAL ECLIPSE 2024

**BURLINGTON, VERMONT
MONDAY, APRIL 8, 2024**

On April 8, 2024, Burlington will experience a total solar eclipse, a rare and fascinating phenomenon. The last total eclipse in Burlington was in 1932. **The next one will be in 2106.**

BURLINGTON ECLIPSE TIMING

TIME	PHASE	EVENT
2:14 pm		Partial Eclipse Begins The moon touches the sun's edge
3:26 pm		Full Eclipse Begins The sun becomes totally eclipsed
3:27 pm		Maximum Eclipse Moon is closest to the center of the sun
3:29 pm		Full Eclipse Ends The total eclipse ends
4:37 pm		Partial Eclipse Ends The moon leaves the sun's edge

EXPECTED VISITOR NUMBERS

“Cosmic Super Bowl”

— Mayor Hendricks, Hopkinsville, KY

in reference to their total solar eclipse experience in 2017.

Cities across the globe experience a large influx of people when they are in the path of totality.

For larger cities, NASA uses a factor of three times the daily population to estimate the number of visitors. For smaller cities and regions, NASA suggests this number could reach up to five times the daily population.

Estimates for Burlington range from 50,000 to 150,000 visitors between April 6 and 9.

WHAT OTHER CITIES HAVE EXPERIENCED

Coast to coast ka-ching! Eclipse tourism bringing in millions from Oregon to S.C.

— USA Today, August 7, 2017

Hopkinsville, Kentucky had a population of 30,800 when the 2017 total solar eclipse took place. The city welcomed over 100,000 visitors to this small town an hour outside of Louisville.

Sweetwater, Tennessee, population 6,000 reported having 50,000 visitors. They made \$90,000 on parking, T-shirts, and eclipse glasses. The city also built a new parking area and made landscaping enhancements ahead of the eclipse.

The Idaho Falls area saw an estimated 300,000 visitors over the days around the eclipse. The Idaho DOT tracked visitors from Austria, Australia, Canada, China, Denmark, France, India, Ireland, Mexico, Japan, New Zealand, Poland, and the UK with approximately 71,000 more cars entering their state than average.

Carbondale, Illinois' city manager said the eclipse in 2017 “brought welcome publicity.” They spent about \$200,000 on the event and found the money was well spent and invested in their future.

Tiny Glendo, Wyoming, with a population of just over 200, estimates they welcomed 70,000 to 90,000 visitors during the event, and “got their name out there” in a really good way.

LOCAL BUZZ

MAY 15, 2023

The Burlington City Council adopts resolution 6.02 stating that the city and council resolve to produce an “unprecedented and unique event” around the total solar eclipse.

MAY 26, 2023

Burlington Free Press: “What to know about the 2024 solar eclipse in VT:
It’s expected to bring 250,000 tourists.”

STATE TOURISM WEBSITE

2024 Total Solar Eclipse in Vermont

SUGARTOURS WEBSITE

A Green Mountains of Vermont Total Solar Eclipse 2024. **Their tour is already sold out.**

HELLO BURLINGTON WEBSITE

Launches “Visit Burlington for the 2024 Solar Eclipse” webpage.

EXPEDIA WEBSITE

Reported on June 12 that hotel searches for Burlington from April 5 to 8, 2024 were up **4,515%**. In recent searches, rooms going for **\$646 a night** in South Burlington and **\$884 a night** in Burlington.

Most AirBnBs are going for \$1,000 a night, on average

HEALTH AND SAFETY PLANNING UNDERWAY

There is a lot of planning underway to make this a safe and successful weekend in terms of public safety, adequate viewing sites, and protecting Burlington's public assets. City event staff surveyed the best viewing sites on September 2, 2023, as the sun will be in the same location on April 8, 2024.

PLANS INCLUDE

- Bathrooms
- Trash and recycling
- Parking and shuttle busses
- Thousands of eclipse safety glasses for the public
- Emergency services and planning
- An additional RV park
- Traffic control
- Burlington School District anticipates making changes to their schedule.
- Road construction in Burlington to cease on April 8 in expectation of many visitors.

ECONOMIC INVESTMENT OPPORTUNITY FOR BURLINGTON

With a built-in audience of many thousands, we also are eager to take advantage of the economic opportunity and investment into future tourism that this event presents if we do it well.

WE NEED TO

Encourage visitors to return to BTV by promoting Burlington's creative and cultural learning opportunities, world-class local cuisine, unique shops and businesses, and amplifying special event offerings from partnering businesses and institutions.

Create added revenue opportunities for businesses and the City with gross receipts and rooms and meals taxes, parking and camping fees.

It is our opportunity to cement Burlington's national reputation as a culturally progressive city, and to make this a special memory for our citizens.

IMAGINING AN ENHANCED EVENT

With added community financial support, the City can plan to enhance the experience for the local community and the thousands of visitors we expect to host.



CURRENT PLANS INCLUDE

- Collaborate with NASA's state program administrator on their plans to bring keynote speakers to Burlington in the months leading up to and on the day of the eclipse.
- Collaborate with ECHO to produce safety videos from the Vermont Astronomical Society, provide educational tents, and project/livestream a live tracking telescope feed of the eclipse from ECHO's balcony.
- Present a series of ticketed events on the Friday, Saturday, and Sunday before the eclipse, including films, performances, art making activities, and educational opportunities relating to the eclipse.

IMAGINING AN ENHANCED EVENT (CONT.)



- Direct attendees to key viewing locations including Battery Park, Waterfront Park, Perkin's Pier, Oakledge Park, City Hall Park and Roosevelt Park.
- Coordinate with afterschool programs, neighborhood centers, and block party leaders with activities for Burlington youth and families.
- Provide live narration of the event at all viewing sites.
- Provide food truck vending locations at sites and other city locations to help ease the load on restaurants.
- Work with existing businesses and organizations to accommodate visitors with food, information, and entertainment.

LOCAL ECLIPSE PARTNERS

For a crowd this size, the City can't do it alone. With an expanded marketing plan, we would invite all local groups, businesses and partners to share their eclipse plans with us. A Love Burlington website would list all of the events, and our team would market a full slate of happenings throughout the weekend. We look forward to amplifying the local events and directing eclipse seekers to programming produced by many partners, including:



The Vermont Symphony Orchestra
Hello Burlington
Vermont International Film Festival
The Flynn Theater
The Lane Series
The Vermont Comedy Club
The Get Down
Foam Brewery
Switchback Brewery

Burlington Beer Company
Nectar's
Radio Bean
ECHO
University of Vermont
Champlain College
Burlington School District
Boys and Girls Club
King Street Center

PUBLIC HEALTH, SAFETY AND BASIC AMENITIES BUDGET

Event Staff (in addition to regular positions)	32,000
Communication and Promotion	49,000
Police Fire and Emergency Operations	9,935
Traffic Control	27,760
Security	8,130
Bathroom Rentals	11,960
Trash/Recycling	6,500
Site Preparations, Supplies, and Clean Up	29,825
Shuttle	7,760
Merchandise	52,325

TOTAL PUBLIC HEALTH, SAFETY & BASIC AMENITIES **\$235,195**

EVENT AND TOURISM INVESTMENT BUDGET

Event Marketing	20,500
Ancillary Weekend Programming	24,000
Performers and Talent	22,000
Local Astronomer and Host	5,000
Turf Protection	15,000
Stage Sound, Lighting, Video	57,000
Audio Streaming	4,000
Site Design and Infrastructure	21,670
Site Rental and Hospitality	12,000
Pine Street and Perkins Pier RV Temporary Set Up	22,970

EVENT AND TOURISM INVESTMENT BUDGET **\$204,140**

**TOTAL PUBLIC HEALTH,
SAFETY BASIC AMENITIES &
EVENTS TOURISM** **\$439,335**

ECLIPSE SPONSORS UNITE!

SITE SPONSOR: \$50,000

Activate one of our premiere viewing sites with your brand!
We have five planned sites. Benefits include:

DIGITAL

Multiple emails to 50k+ individuals with linked sponsor recognition

Recognized and tagged in social media posts from Love Burlington and BCA

Option for sponsor-specific social media collaboration post or story take-over

Sponsor website linked on all BCA and Love Burlington calendar events

PRINT

Sponsor logo included in ad placements

Sponsor logo on posters and handbills distributed across the Greater Burlington area

Sponsor logo included on all merchandise as appropriate (T-shirts, sweatshirts, etc.)

ONSITE

Sponsor logo on City Hall Park Lamp post banners for two months

Sponsor logo on site specific sandwich boards
Viewing Site presenting credit on all maps and printed materials

Option for presence at info and merchandise tents at viewing site

Banner with logo and “sponsored by” recognition at viewing site

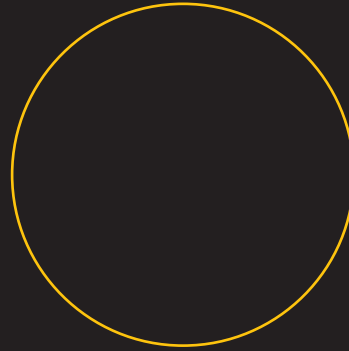
ECLIPSE SPONSORS UNITE!

SOLAR ECLIPSE SAFETY GLASSES SPONSOR: \$50,000



It is not safe to look directly at the sun without specialized eye protection for solar viewing. The city is purchasing **50,000 ISO 12312-2 glasses** to distribute to the community for safe eclipse viewing. These will be passed out with a suggested donation, but also for free.

Our glasses sponsor will have their logo integrated into a custom designed BTV Eclipse glasses, with 50,000 pairs coming to the area in the week before the eclipse and on the day of the eclipse.



The City is committed to funding all aspects of a safe and orderly eclipse weekend.

We now look to the business community to help present Burlington at its very best and to show our guests why our city is one of the most livable cities in the country.

THANK YOU

Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator

	Meeting Date	Type of Document
1	7/12/2021	Resolution: Parks Arts And Culture Committee To Create A Dog Task Force
2	10/18/2021	Resolution: Police Oversight And Accountability Authorities To Police Commission To Alter The Police Disciplinary System
3	2/6/2023	Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board
4	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Ward 2/3 NPA Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium
5	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington
6	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia
7	4/17/2023	Communication re Winooski Avenue Corridor Study Implementation Update

8	5/15/2023	Resolution: BTV Solar Eclipse 2024
9	5/15/2023	Resolution: Process For Updating Sheltering on Public Lands Policy Given The Rise in Homelessness And The End Of The Motel Voucher Program
10	6/5/2023	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department
11	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals
12	8/14/2023	Communication: Financial review of Expenditures by REIB in Fiscal Years 2021 and 2022
13	10/10/2023	Communication: Vehicle for Hire Licensing Board, re: Vehicle for Hire Modernization

NOTE: These resolutions relate in part to the work of the Joint Committee (Ordinance and Charter Change) in their work on police

NOTE: These communications are both regarding the Shelburne Street Roundabout naming after Tony Reddington

CITY COUNCIL ACCOUNTABILITY LIST

t is a record of resolutions, ordinances, communications that have come to the Council and there is an action requested.

11-Oct-23

Action Requested	Updated Next Steps in the Process
report due back to the City Council from the task force	4/29/2022; This timeline was amended to year end 2022; UPDATE as of 1/30/2023: The Task Force will present a report to PACC at its next meeting UPDATE: Task Force will be presenting their report to the Council on March 27, 2023 UPDATE: Final report will come to the Council in June 2023. UPDATE: final report to come in September.
CA office to draft ordinance with language as per the resolution, with the ordinance to be referred to the Ordinance Committee, amendment to FY22 to include legal counsel for the Police Commission, referral to Charter Change to hold meetings with community and stakeholder input on moving disciplinary authority from the Chief of Police to a body independent from BPD that may include the Commission with the possibility of a Charter change for consideration.	**NOTE: This item was never added to this Accountability List in October 2021.** It is being added as of February 10, 2023. Draft ordinance was done by then-CA Richardson in March 2022, presented to the Police Commission in April 2022 and the PC responded with comments to the draft. By May 2022, CA Richardson and other staff left. This draft and PC comments must be followed up on and then referred to the Ordinance Committee. Question on resolved clause lines 103 to 105 to be followed up on. Charter Change Committee was to hold meetings with community and stakeholders with referral of language back to the Council. UPDATE: Draft ordinance was referred to Joint Committee of Ordinance and
upon defeat of the ballot item on Community Control of Police, that proposed Charter language of Control Board, mayor's December 2020 Charter amendment, October 18, 2021 resolution, related ordinance language from City Attorney in April 2022 be referred to Ordinance and Charter Change Committees for review, robust public input on disciplinary authority of Chief, oversight role of the police commission with referral back to full council by June 1, 2023	to discuss joint meetings, stakeholder and robust public input, beginning early April. UPDATE: Meeting dates being determined for late April and into May. UPDATE: first meeting to be held May 4. UPDATE: Metings scheduled in May, Report to come to the Council on June 5. UPDATE: Work to continue to September 2023.
refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
refer the communication to TEUC for further review	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting
City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community, including days of action, flying pride flags on City property, and organizing a speakers series; City Councils urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes City Council's Ordinance Committee shall, in coordination with the Burlington Police Department and the City Attorney's Office, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	
refer the communication to TEUC in order to work with the Administration on the plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposal to address the transportation and neighborhood needs arising from the evaluation	

the City Council requests that the event planning staff in Burlington City Arts, Business and Workforce Development, and the Burlington Parks, Recreation and Waterfront Department provide regular updates to the City Council Parks, Arts, and Culture Committee regarding planning for this event, including but not limited to, developing a page on the City’s website with visitor data, coordinating with local organizations on events in the area, and city-sponsored events to celebrate the eclipse in collaboration with area schools, scientific organizations, and/or other groups celebrating the arrival of the exclipse. Staff to update the Parks, Arts, and Culture Committee in July or August 2023 and in January 2024 with a full plan for the event.	Referred to PACC with updates to the full Council in September and early 2024
The City Council asks CEDO to provide the CDNR committee with research and community and city staff engagement on best practices and potential pathways to take to improve the status quo on three topics at the CDNR May, June, July 2023 meetings – respectively: 1) The current sheltering on public lands policy 2) Chittenden County sheltering options when shelter capacity has been reached; and, 3) Storage and bathroom access. CDNR committee shall obtain feedback from relevant stakeholders, including the State of Vermont, and report back on the discussion of best practices and potential pathways as well as recommended actions to the City Council on August 14, 2023, Administration and the City Council will work with our state legislative delegation to find additional funding to assist Burlington and other municipalities to find resources to alleviate the full cost of supporting the unhoused on city services; and the City Council requests the Administration convene a meeting of community organizations and City staff responsible for serving unhoused community members to inform a Work Session at the June 5th City Council meeting regarding the City’s response to addressing houselessness.	Work session was held on June 5. UPDATE: research from CEDO is forthcoming and will be discusseed at the September 2023 CDNR meeting.
requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES	Report to come to Public Safety in October 2023
requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2025, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023
Refer the materials posted under this item as supporting documents to the HR Committee to consider the full impact of this report on our City, Tyeastia Green, Casey Ellerby and their families. We further refer these materials to the HR Committee to establish a process for independent evaluation and oversight of the hiring and retention policies and solutions employed by the City of Burlington to combat anti-bipoc and gender based discriminatory practices.	not - specified
referred to TEUC	not - specified

e oversight and accountability.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
July 24, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Timothy Doherty
Melo Grant (via Zoom)
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Kim Sturtevant
Lori Olberg
Meagan Tuttle
Brian Pine
Kim Sturtevant
Charles Dilliard
Nathan Lavery
Jon Murad
Cindi Wight
Kim Bleakley

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:52 PM.

MOTION by Councilor Dieng, SECOND by Councilor King, to amend and adopt the agenda as follows:

- **Remove from the consent agenda item 6.39, Exterior Temporary Fencing for Memorial Auditorium – BPRW and place it on the Deliberative Agenda as item 7.10 (per Councilor Dieng);**

- **Note revised version of agenda item 7.7 (per Councilors Shannon and Bergman)**

VOTING: unanimous; motion carries.

2. COMMUNICATION: MEAGAN TUTTLE, BRIAN PINE AND KIM STURTEVANT, ESQ., NEGOTIATION OF AN AGREEMENT REGARDING UVM HOUSING (VERBAL) **EXPECTED EXECUTIVE SESSION 5:45 PM – 6:45 PM**

2.1. Communication: Meagan Tuttle, Brian Pine and Kim Sturtevant, Esq., Negotiation of an Agreement Regarding UVM Housing (verbal)
expected executive session

Mayor Weinberger said that the City and UVM have been in discussion about housing and the University's desire to have greater zoning freedom with regard to Trinity Campus. He noted that conversations with UVM had stalled in the spring but that they have been more active for the last several months. He said that the administration does not anticipate the Council taking any action tonight on this.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, that the Council find that premature general public knowledge of information concerning contract negotiations and attorney-client communications regarding UVM would clearly place the City at a substantial disadvantage with such negotiations.

VOTING: unanimous; motion carries.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, that based upon that finding, the Council go into executive session to receive confidential attorney-client communications and updates on contract negotiations regarding UVM, per 1 VSA Section 313(a)(1)(A) and (F).

VOTING: unanimous; motion carries.

3. WINOOSKI RIVER SEWER MAIN BREAK EXPENSES – CHAPIN SPENCER AND MEGAN MOIR 6:50 PM – 7:15 PM

3.1 Winooski River Sewer Main Break Expenses – Chapin Spencer and Megan Moir

Director Spencer said that on July 12 there were high flows in the Winooski River and the sewer main adjacent to the North Plant broke, as a result. He said that DPW has worked to reduce the flows, repair the pipe, and reroute the flows since then. He said that they began pumping the sewage from above the break the day after the break, and that they began working on installing a plastic pipe above the break a day after that. He provided an update on activities since the last update on this issue to the Board of Finance last week. He noted that sewage hauling has continued on a 24 hour-per-day pace, which has enabled them to manually bring 75% of the flows to the North Plant. He said that the bypass piping project has made progress, and that testing on the bypass piping will begin tomorrow. He said that they will have divers in the river to assess the conditions of the existing broken pipe once water flows and visibility have returned to safe levels. He said that DPW has been in daily communication with the State's emergency operations center and FEMA. He said that the costs associated with this break are significant, and are estimated to be \$750,000, which includes pumping, bypass piping, and disaster consultant costs.

Councilor Shannon thanked DPW and its team for the excellent communication to the public about this unfortunate incident.

4. PUBLIC FORUM: **TIME CERTAIN – 7:30 PM**

4.1 Verbal Comments

City Council President Paul began with a brief moment of silence for the loss of Katie Hartnett.

Forum opened at 7:30 PM.

COMMENTS:

Burlington residents (in person):

- Romeo von Hermann spoke about item 6.40 and shared his concern with the recent devastating floods in Vermont. He spoke in support of the grants being accepted on the consent agenda, saying that they will help the unhoused and other vulnerable members of the community.
- Greg Delantey spoke about item 7.7, stressing the importance of climate initiatives and net zero emissions, in order to preserve the environment for future generations.
- Sylvia Knight spoke about item 7.7, regarding aviation and ground emissions at the Burlington Airport. She spoke about the existential dread and sorrow she feels about the devastation of the planet. She spoke about the enormous emissions generated by F-35s when they fly. She spoke about seeking alternatives such as advanced flight simulation technology.
- Phillip Merrick spoke about how the McNeil Plant emits more greenhouse gas than all cars, trucks, and residential furnaces in Burlington, and represents 47% of all emissions in the City. He said that according to research, McNeil and its associated forestry activities generates three times the amount of emissions as a comparable natural gas plants.
- Kathryn Bock said that she is speaking on behalf of the children who are unable to swim in the lake due to cyanobacteria and the elders who are unable to visit their grandchildren because it is too hot and the air quality is too poor. She spoke in support of item 7.7 and against the District Energy plan.
- Lucy Gluck spoke in support for item 7.7, saying that the F-35 emissions are yet another reason why the F-35s should not be in Burlington. She also asked for more support from the City to electrify residential homes to help move the needle on net zero goals, in addition to addressing the F-35 problem.
- Ashley Adams spoke in support of item 7.7. She also spoke about the lack of action on the part of the City on reducing emissions and tackling the climate crisis. She said that the reduction of fuel use by the F-35 program offers the most significant opportunities to optimize capabilities and reduce greenhouse gases in the atmosphere.
- Pike Porter spoke about the resolution related to item 7.7, which asks the City, State, and Air Force to begin a dialogue to reduce carbon emissions. He said that this resolution begins the process of addressing whether meaningful action on the part of these entities will have meaningful impact to help the City and State meet their climate goals.
- Connor Wertz spoke about item 6.48, saying that the ordinance is a step in the right direction but that he does not support the ordinance's definition of renewable natural gas as a renewable or sustainable fuel.
- Jacob Burkowitz spoke on behalf of the UVMCMC support staff union, noting that the union is engaged in protracted contract negotiations with UVMCMC over issues such as low pay, and asked that the City Council support the over 2,000 workers within the union. He noted that this group of workers is the backbone of the working class in this City and State.
- Todd Lacroix spoke about selfish individualism in American society and emphasized the importance of compassion and reciprocity, especially during times of disaster and devastation.
- Steve Goodkind spoke about item 7.7, and spoke against using McNeil as a source of energy and electricity generation for the City.
- Amanda Lafon spoke as a lab worker at UVMCMC, noting that she has never been able to afford the health insurance offered by her job and that she is living paycheck-to-paycheck and supporting her children. She asked how workers like her are expected to take care of their patients when they can't even take care of themselves.

- Nic Persampieri asked the City to overhaul its net zero energy roadmap, saying that the definition of net zero ignores aviation emissions and ignores greenhouse gas emissions from non-fossil fuel sources. He said that the rest of the world defines net zero as reduction in total emissions, not just from non-fossil fuel sources, and expressed concern that the City's definition opens the door to a number of false climate solutions. He also commended the Mayor, staff, and City Council for the rezoning of the South End through the South End Innovation District.
- Jodi Wuse spoke about the District Energy Plan, and expressed concern that it will not reduce carbon emissions. She said that the Burlington Electric Department is greenwashing with this initiative, since it is based on the assumption that wood-burning is carbon-neutral. She said that the carbon neutrality of biomass burning has been called into question and should no longer be the City's working assumption. She noted that the McNeil Plant's emissions aren't even counted in the City's net zero energy calculations. She said that the City needs urgent action to address this, and should not support the District Energy Plan.
- Carlos Esquivel spoke about the use of cars and other personal vehicles and said that cyclists don't feel safe in Burlington. He asked the Council to consider better protected bike lanes.
- Jack Teanu spoke in support of item 7.2 (the South End Innovation District) and item 7.7 (aviation emissions). He said that the City, instead of focusing on large pots of federal money, could think creatively and solve its own problems. For example, the City could designate certain streets to be pedestrian and cyclist only, rather than having costly projects to retrofit current streets with protected bike lanes.
- Jack Hanson said that the climate crisis needs to be looked at through a different lens by the Council. He said that the Council needs more swift action on the climate crisis and truly needs to treat it like a crisis. He said that the City needs more comprehensive frameworks in place for decarbonizing.
- Emily Letterman urged action on the climate crisis, saying that policy choices need to be made immediately. She expressed support for the resolution within item 7.7.
- Dan Castrigano urged the Council to step up and take more action on climate change, citing both the devastating flooding across Vermont over the last several weeks and the constant cyanobacteria blooms in Lake Champlain that shuts down the City's beaches frequently. He spoke in support of item 7.7. He said that all emissions should be counted.
- Levi Silverstein spoke as an outpatient pharmacy technician at UVMMC, and how he cannot make ends meet even though he works for the largest employer in the State. He said that over half of the support staff at UVMMC make less than \$20 per hour and said he cannot imagine having to support children on this kind of income. He said that UVMMC must pay its employees enough money to be able to live. He urged the Council to support the support staff union in its contract negotiations with the medical center.
- John Teserano spoke as registration support staff in UVMMC's Emergency Department. He spoke about paltry pay and lack of support from the medical center, and urged the Council to support the support staff union in its contract negotiations with UVMMC for fairer wages and better working conditions.
- Elizabeth Manning spoke as a surgical scheduler at UVMMC. She spoke about coworkers who are one paycheck away from homelessness or cannot afford healthcare. She spoke about staff who are physically or verbally abused by patients with no support from management. She urged the Council to support the UVMMC support staff union.

Burlington residents (via Zoom):

- Chris Gish spoke about item 7.7 and urged the Council to support the resolution. He spoke about how residents do not support the F-35 program and voted it down, even though it still went ahead. He also spoke about the District Energy Plan, saying that it will not reduce greenhouse gas emissions when compared to using fossil fuels. He said that it is time for the City to take action on the climate crisis.
- Chris Mai spoke with sadness about the devastation experienced in the flooding of the Intervale, for farmers, gardeners, and other businesses. She urged the Council to pass item 7.7 and to not support further use of the McNeil Plant.

- Erica Victoria spoke as a mental health worker, urging the City to take action on the climate crisis. She spoke about the flooding and wildfires this summer, resulting in poor air quality. She spoke about the cyanobacteria blooms in the lake, and of the noise pollution and emissions from the F-35s at the Airport. She urged the Council to support item 7.7.

Non-Burlington residents (in person):

- Kim Hornung Marcy spoke about the loss of a beloved aunt from an acute asthma attack, and urged the City to no longer support wood-burning at the McNeil Plant. She said that smoke from wood fires is almost as harmful as cigarette smoke and causes significant negative impacts to those with respiratory illnesses.
- Heather Bowman spoke as phlebotomist at UVMMC, and said that she is appalled at how uncared for and unsafe she and her colleagues feel when working at UVMMC. She said that staff do not receive protective equipment to keep them safe if they are assaulted, nor do they receive de-escalation training if patients come into the hospital with guns. She spoke about colleagues being penalized for taking time off to spend with their families. She spoke about low pay. She asked the City to support the union.
- Brian Forrest spoke about the inefficiency of the McNeil Plant, and said that it is the largest stationary generator of greenhouse gases in the State.
- James Lees spoke about how greenhouse gas is turning the planet into a boiling hothouse. He spoke about how much fuel the F-35s burn per minute. He noted that under FAA rules, Burlington, as the owner of the airport, can set reasonable standards to protect the public and safety from the operations of the airport. He said that setting passenger mile per gallon standards would be a progressive option to pursue.
- Luke McNally expressed concern about the amount of forests that are lost to development through subdivision. He said that more forests should be planted and that only restoration can save the planet. He spoke about managing young forests to achieve old forest characteristics.
- Bob Atkinson said that people need to do everything they can to turn the climate crisis around, especially given the recent catastrophic flooding that the state endured.
- Caleb Quitner said that the planet is past the tipping point in terms of dealing with climate change. He spoke about the damaging effects of the F-35s on young people.

Non- Burlington residents (via Zoom):

- Bill Calfee spoke about the South End Innovation District. He said that he owns a small business in Burlington but that only four of his twelve employees are able to live in Burlington. He said that more housing must be created to both encourage local economic growth and cut down on the fossil fuels related to commuting.
- Jennifer Decker spoke in support of the resolution related to the climate emergency (item 7.7). She noted that pediatric neurologists have cited high decibel levels as a cause in children of decreased reading skills, increased risk of heart attack and mortality, increases attention problems, anxiety, and aggressive behavior. She said that housing needs to be built in areas that are safe for children.
- Carl Martin spoke as a resident of Montpelier in support of item 7.7, emphasizing the importance of decreasing carbon emissions. He also expressed support for the UVMMC support staff union and their negotiations for fairer pay and better working conditions.
- Robert Thornton spoke as the president of the International District Energy Association in support of district energy systems and solutions.
- Peter Duval said that burning biomass is not an efficient way of generating electricity and that a comprehensive evaluation of the risk of the District Energy Project should be conducted.

Forum closed at 9:05 PM.

5. CLIMATE EMERGENCY REPORTS

5.1 Climate Emergency Reports

Councilor Traverse noted an item on the consent agenda for a carbon impact fee, which will be referred to the TEUC and then come back to the Council.

6. CONSENT AGENDA

6.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

6.2. Communication: CT Office, re: Accountability List - waive the reading, accept the communication and place it on file.

6.3. Communication: CT Office, re: March 27, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.4. Communication: CT Office, re: March 27, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.5. Communication: CT Office, re: April 3, 2023 City Council Organization Day Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.6. Communication: CT Office, re: April 17, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.7. Communication: CT Office, re: April 17, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.8. Communication: CT Office, re: May 1, 2023 Full Board of Abatement of Taxes Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.9. Communication: CT Office, re: May 1, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.10. Communication: CT Office, re: May 1, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.11. Communication: CT Office, re: May 1, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.12. Communication: CT Office, re: May 15, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.13. Communication: CT Office, re: May 22, 2023 Special City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.14. Communication: CT Office, re: May 30, 2023 Special City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.15. Communication: CT Office, re: June 5, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.16. Communication: CT Office, re: June 5, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.17. Communication: CT Office, re: June 20, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.18. Communication: CT Office, re: June 20, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

6.19. Communication: CT Office, re: June 20, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.

- 6.20. Communication: CT Office, re: June 26, 2023 Special City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.
- 6.21. Communication: CT Office, re: June 26, 2023 Special City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the August 14, 2023 Regular City Council Meeting.
- 6.22. Communication: Lis Mickenberg, Member, BRV, re: Resignation - waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Lis Mickenberg thanking her for her time served as a member of the Board of Registration for Voters.
- 6.23. Communication: Brad Wiltfong, re: Protect and Improve the Bike Lane on Pine St - waive the reading and place it on file.
- 6.24. Communication: Emma Swift, re: Bird Bikes - waive the reading and place it on file.
- 6.25. Communication: Amanda Moore, re: Fletcher Free Library - waive the reading and place it on file.
- 6.26. Burlington Housing Board of Review Annual Report for 2022 - waive the reading, accept the report and place it on file.
- 6.27. Annual Electric Commission Report (signed) - waive the reading, accept the report and place it on file.
- 6.28. Special Event Outdoor Entertainment Permit Application (two days only): Burlington City Arts, Friday & Saturday, August 4 & 5, 2023, 5 pm - 10 pm, top block of Church Street: outside of Halvorson's, Festival of Fools - approve the two day only special event outdoor entertainment permit application for Burlington City Arts, Friday & Saturday, August 4 & 5, 2023, 5 pm - 10 pm, top block of Church Street: outside of Halvorson's, Festival of Fools.
- 6.29. Special Event Outdoor Entertainment Permit Application (one day only): Vermont Professionals of Color Network, Saturday, August 12, 2023, 12 pm - 6 pm, August Kickback, O.N.E. Community Center Parking Lot - approve the one day only special event outdoor entertainment permit application for Vermont Professionals of Color Network, Saturday, August 12, 2023, 12 pm - 6 pm, August Kickback, O.N.E. Community Center Parking Lot.
- 6.30. Court Diversion Grant #02100-FY24/25-CN - CEDO/CJC - approve the acceptance of the State of Vermont Grant Award #02100-FY2023-CN, in the amount of \$510,526, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2024, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and all other documents necessary to implement the grant, subject to the review and approval of the City Attorney's Office.
- 6.31. Department of Corrections Grant: "Safer Communities" (Grant Amendment # 03520-1542) - CEDO/CJC - approve and 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1542 in the amount of \$347,805 for FY24, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY24 budget lines associated with the grant.
- 6.32. Approval for MuniCap, Inc., FY24 TIF District Administration Consultant Contract - CT - authorize the Chief Administrative Officer to enter into an agreement with MuniCap, Inc., for a one-year contract not to exceed \$100,000, for the purposes of providing administrative support for the City's Downtown and Waterfront TIF Districts, subject to final review and approval by the City Attorney's Office.
- 6.33. Re-classification/retitling of one (1) position - BPRW/HR - approve the reclassification and retitling of the Event Planner, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 15, role to Event Manager, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Department of Parks, Recreation, and Waterfront.
- 6.34. Reclassification of Emergency Communications Specialists - Police/HR - approve the reclassification of the Emergency Communications Specialist position, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 to Emergency Communications Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position.
- 6.35. 1. Creation of two (2) new Water Distribution Field Technician positions - DPW-Water Resources; 2. Reclassification of the Water Distribution Working Foreman position - DPW-Water Resources - approve the 1. Creation of two (2) Water Distribution Field Technician, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, roles in the Department of Public Works; and 2. Reclassification and retitling of the two (2) Water Distribution Working Foreman, Regular, Full-Time, Non-Exempt, AFSCME, Grade 16, roles to Water Distribution Working

Foreperson, Regular, Full-time, Non-Exempt, AFSCME, Grade 17, roles in the Department of Public Works, retroactive to January 24, 2023 and further authorize associated retroactive pay not to exceed \$5,500.

6.36. City Hall Elevator Modernization – BPRW - approve and authorize the execution of a contract with Mack Brothers Elevator LLC, for a price not to exceed \$135,609.45, to provide services related to the modernization of City Hall's elevator, plus a project contingency of \$13,560.00 (total request including contingency not to exceed \$149,169.45), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

6.37. City Hall Exterior Restoration – BPRW - approve and authorize the execution of a contract with Heritage Environmental Projects, Inc., for a price not to exceed \$128,870.00 to complete exterior restoration at City Hall, plus a project contingency of \$12,887.00 (total request including contingency not to exceed \$141,757.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

6.38. Replacement Remote Sump Tank for City Hall - BPRW - approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$182,662.00, to replace the remote sump tank in City Hall, plus a project contingency of \$18,662.00 (total request including contingency not to exceed \$200,928.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

6.39. Exterior Temporary Fencing for Memorial Auditorium – BPRW - **now deliberative agenda item 7.10**

6.40. Approval to accept Planning Grant Continuum of Care VT-501 & Permanent Supportive Housing Grant Agreements in FY24 VT0030L1T012213 - \$306,080 Shelter Plus Care - New Horizons, September 1, 2023 VT0053L1T012207 - \$248,364 Beacon Place Apartments, September 1, 2023 CoC Planning Grant VT-501 \$32,776, January 1st 2024 – CEDO - approve the acceptance of three U.S. Dept. of Housing and Urban Development Continuum of Care grants (VT0030L1T012213, VT0053L1T012207, CoC Planning Grant VT-501) to begin in FY24 and authorize the Director of CEDO to execute all documents necessary to accept the total funding of approximately \$600,000 from HUD, subject to the review and approval of the City Attorney's Office.

6.41. Authorization to accept grant funds for the operation of the Elmwood Emergency Shelter Community - Housing Opportunity Grant Program SFY 2024 \$1,250,257.00 – CEDO - approve and the acceptance of SFY 2024 grant funds in the amount of \$1,250,257 from the State of Vermont Housing and Opportunities Program for the operations of the Elmwood Emergency Shelter Community and authorize the Director of CEDO to execute all documents and contracts necessary to accept the funding through the period of June 30th 2024, including retroactive approval for the period of July 1st to July 24th 2023, subject to the final review and approval of the City Attorney's Office.

6.42. Authorization to Execute a Contract with Alert Enterprise for Identity management software suite and associated professional services – Airport - authorize the Director of Aviation to execute a contract with Alert Enterprise, Inc. for \$277,020 over a five-year term with a 20% contingency for a maximum limiting amount of \$332,424 for the provision of and professional services related to identity management software suite for the Airport Operations Department, subject to the final review and approval by the Office of the City Attorney.

6.43. Contract renewal for ESRI GIS Services - I&T - approve and authorize the Chief Innovation Officer to execute a three-year contract with Environmental Systems Research Institute, Inc. in an amount not to exceed \$120,000 for Geographic Information System services, subject to final review and approval by the City Attorney's Office.

6.44. Creation of Executive Manager for the Police Department - Police/HR - to approve the creation of the position of the Executive Manager for the Police Department, a Regular, Full-time, Exempt, Non-Union Grade 21 position.

6.45. Communication: Karen Paul, Council President and Katherine Schad, CAO, re: City Council and Board of Finance Meeting Dates - April 2024 to September 2024 - waive the reading, accept the communication and have these dates posted on the City calendar.

6.46. Replacement Hot Water System and Boiler at Paquette Arena in Leddy Park – BPRW - approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$691,561.00 to replace the domestic hot water system and boiler, and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront to execute the contract and any related documents needed to carry out the

project, subject to the review of the City Attorney's Office; and approve and authorize the Capital bond funds budgeted for replacing the RTU's at the Miller Center in FY '23 and FY '24 to be transferred for payment to this project.

6.47. FIO Documents – for information only.

6.48. Ordinance: Thermal Energy Systems And The Assessment Of A Carbon Pollution Impact Fee (Councilors Traverse, Barlow)(1st reading) - consider this first reading, waive the reading, refer the proposed ordinance to the TEUC first, and then to Ordinance Committee with any recommendations from TEUC.

6.49. Resolution: Amending The Conservation Legacy Fund Policy Document To Provide For Nature-Based Climate Adaptation (PAC Committee) - waive the reading and adopt the resolution.

6.50. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse) - waive the reading and adopt the resolution.

MOTION by Councilor Bergman, SECOND by Councilor Dieng, to adopt the consent agenda as amended and take the actions indicated for items 6.1-6.50.

VOTING: unanimous; motion carries.

7. DELIBERATIVE AGENDA

7.1. Public Hearing Regarding ZA-23-01: South End Innovation District

Director Tuttle and Principal Planner Dilliard provided an overview of the amendments to the ordinance that will be voted upon this evening.

Director Tuttle began by describing how the amendments have evolved since the last time this ordinance was taken up by the Council, as result of the Ordinance Committee's work. Principal Planner Dilliard walked through the amendments introduced by the Ordinance Committee, which included modifications to the aspirational statement of the district's intent, revised height maps to limit where 8-story buildings are allowed, modified options for reducing non-residential space in buildings to achieve more community benefit, addition of various uses to allowable non-residential uses and removal of hotels from that list, incorporated staff recommendations to increase the Floor Area Ratio, modified urban form standards, streamlined green building standards for the tallest buildings, as well as staff recommendations around clarifying key terms.

Principal Planner Dilliard then walked through the proposed amendments introduced by the Ordinance Committee. These included a modest increase in surface parking permitted on a lot, an amendment that would preclude off-site and payment in-lieu options for affordable inclusionary units in the District, an amendment that would prohibit dormitories in the District, and an amendment that would permit lodging uses, including hotels, but only on lots south of Lakeside Avenue and with additional restrictions.

City Council President Paul opened the public hearing.

Colin Larson expressed support for the SEID, but expressed disappointment for the slowness of this process as a whole.

Colin Hilliard spoke on behalf of the Burlington Business Association, saying that they strongly support this ordinance. He said that businesses and workers desperately need the housing that would come out of this ordinance.

John Carlo thanked the Mayor and staff for their work on this issue. He said that this ordinance represents consensus and that it is measured and forward-looking.

Nic Anderson spoke about Champlain College as an integral collaborator in the community and expressed the importance of allowing the College to build its own housing and dormitories to house its students.

City Council President Paul closed the public hearing.

7.2. Ordinance: Comprehensive Development Ordinance ZA-23-01 South End Innovation District Overlay (Office of Planning, Planning Commission, Ordinance Committee)(2nd reading)(30 mins.)

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to waive the reading, approve the ordinance amendment regarding ZA-23-01 South End Innovation District Overlay.

DISCUSSION:

- Councilor Traverse noted that the area of the district in question is currently mostly paved parking lots. He said that the entirety of the district is currently in the Light Industrial Manufacturing District. He said that this is prime location for more housing. He said it promotes more dense, bikeable, and walkable neighborhoods, as a response to the housing and climate crises the City is facing. He said that this version has the support of both the Planning Commission and Ordinance Committee, and strikes a balance among the various concerns brought before these committees during this process.

MOTION TO AMEND by Councilor Traverse, SECOND by Councilor Shannon, to amend the underlying ordinance to include the amendment identified as SEID Amendment CCOC with respect to surface parking requirements.

DISCUSSION OF AMENDMENT:

- Principal Planner Dilliard said that previously, 20 spaces were permitted on a lot, and it has been increased to 25 spaces or 15% of a lot's area, whichever is greater, and cannot exceed maximum parking limits.

VOTING ON AMENDMENT: unanimous; motion carries.

MOTION TO AMEND by Councilor Hightower, SECOND by Councilor Traverse, to amend the underlying ordinance as amended to modify Line 218 in the proposed amendment regarding Section 9.1.13 to prohibit the Inclusionary Zoning Off-Site and Payment In-Lieu Options in the E-SEID.

DISCUSSION OF AMENDMENT:

- Councilor Hightower said that this amendment would close a loophole that allows developers to pay a fee rather than develop inclusionary units, and that eliminating that as an option would increase the amount of truly affordable inclusionary units in the SEID.
- Councilor Shannon voiced strong support for closing this loophole in the SEID. She said that this loophole should be fixed for the entire City, rather than just this District, but expressed support for it.
- Councilor Carpenter said that closing this loophole is a good fix for now, but that the inclusionary zoning regulations in the City also need to be modified to close this loophole for the entire City.
- Mayor Weinberger expressed support for this amendment, saying that it is the quickest way to ensure that the large projects associated with the SEID to guarantee that they will meet inclusionary zoning requirements. He said that there is more work to do on inclusionary zoning requirements going forward.

VOTING: unanimous; motion carries.

MOTION TO AMEND by Councilor Shannon, SECOND by Councilor Bergman, to eliminate dormitories from the list of permitted uses.

DISCUSSION OF AMENDMENT:

- Councilor Shannon said that dormitories as such are not an issue, but that allowing them would create the same problems that the City is experiencing with the Trinity Campus, in that the City would allow dormitories with no controls on them. She said that UVM only requires that first-and-second-year students be housed in dormitories, and that this would allow UVM to increase its enrollment while then creating a further housing crunch for its juniors and seniors. She acknowledged that UVM does not own property in the South End, but nothing precludes it from doing so. She said that growing the City's student population is an issue that requires further discussion.
- Councilor Hightower asked what would be allowed with dormitories that isn't currently allowed with other student housing (such as apartments owned by private developers). Director Tuttle noted that dormitories are allowed to have beds rather than full housing units that one would see in a multi-unit housing complex. She said that duration of a lease term would also be based on academic terms and that dormitories would be under institutional control. Councilor Hightower asked whether Champlain College had any plans in the near future that would be adversely affected if dormitories were no longer a permitted use in the SEID. Nic Anderson (representing Champlain College) replied that they would not be adversely affected in the short-term, but that more students are expressing a desire to remain in campus housing rather than seek apartments and that the College has a waitlist of these students. He also noted that the cost of constructing a dormitory is much less than the cost of constructing an apartment building.
- Councilor Bergman expressed support for this amendment, as the point of the SEID would be to increase the housing stock for the permanent residents, to create a cohesive community. He said that colleges should be building housing on their campuses.
- Councilor Traverse said that the City has been calling for the colleges and universities to take more responsibility for housing their students. He pointed out that dormitories are already permitted uses in the New North End and other parts of the South End. He said that prohibiting dormitories in the SEID wouldn't preclude colleges from building apartment-style housing for students and having it managed through private developers.
- Councilor Carpenter agreed with Councilor Traverse. She noted that Champlain College does not have additional land on its campus on which to build dormitories, though it does own land in what would be the SEID.
- Councilor Grant said that dormitories should not be allowed in this area. She noted that the City is desperate for non-student housing. She said that PILOT fees are still too low and are not anywhere near what properties are worth.

VOTING ON AMENDMENT (by roll call): Councilor Barlow – nay, Councilor Bergman – aye, Councilor Carpenter – nay, Councilor Dieng – nay, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – nay, Councilor Shannon – aye, Councilor Traverse – nay, City Council President Paul – nay (6 ayes, 6 nays); motion fails.

MOTION TO AMEND by Councilor Traverse, SECOND by Councilor Carpenter to amend the underlying ordinance to add lodging back to the permitted use table with certain conditions outlined in footnote 3 to the permitted use table for E-SEID.

DISCUSSION OF AMENDMENT:

- Councilor Traverse said that the outcome of this amendment would not necessarily materially change the district, but that he favors lodging in the SEID. He said that permitting lodging wouldn't be at the expense of housing, since it is

used as a complement the amount of constructed housing, as it brings people to the neighborhood and can help finance housing. He said that there will be a need in the SEID to lodge those who will be doing business there. He said that those who seek lodging in the district will also support the businesses in the district. He added that the best way to combat short-term rentals is to increase the amount of lodging.

- Councilor Carpenter expressed support for this amendment.
- Councilor Grant emphasized the importance of housing, not lodging.
- Councilor Magee said that lodging would complement the SEID in the future, but agreed that housing is more important in the short-term.
- Councilor Hightower agreed that housing is the priority, but said that having a walkable neighborhood and people interacting with the streetscape is also important.
- Councilor Shannon said that there is a demand for lodging and that lodging is one of the only things that can compete with housing in terms of the economics of building it, since there is such high demand for it. She said that lodging will likely displace housing units if they are permitted in this district.
- Mayor Weinberger said that this amendment will not dramatically impact the future of the SEID, but said it would be unfortunate if the amendment fails. He said that lodging and housing are not interacting in a zero-sum game. He said that allowing lodging and flexibility will allow the City to organically evolve the best way possible. He said that prohibiting lodging will not decrease the amount of short-term rentals. He said that projects will be more likely to succeed if they have multiple ways to amortize the costs of construction.
- Councilor Traverse said that though some constituents are against lodging, not all of them are. He spoke about support from local businesses and developers who are in favor of allowing lodging in the SEID.
- Councilor Grant said that working people are being crushed by the high rents in the City and that the City needs to know that the first developments need to be housing for residents.
- Councilor Carpenter spoke about her experiences with developing affordable housing and said that developing housing could take longer if there is not a viable business mix in the community to help support the infrastructure.

VOTING ON AMENDMENT (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – nay, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – nay, Councilor King – nay, Councilor Magee – nay, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye (5 ayes, 7 nays); motion fails.

DISCUSSION OF ORDINANCE AS AMENDED:

- Councilor Shannon thanked staff for their efforts to innovate, engage the community, and think creatively to solve this massive problem. She also noted that there is a developer with whom the City has a high level of trust who is prepared to begin projects if the ordinance passes. She emphasized that this ordinance was not written solely for one developer, but would apply to any developer who is willing to put forth plans. She said that though this process took 18 months, she felt that it was rushed. She noted that there is a desire for large-structured parking garages in this district, and that while she supports a multi-modal transit center, a parking garage is not that. She said that the South End should not serve as a parking solution for the rest of the City. She also noted a Memorandum of Understanding (MOU) that lays out a vision for the SEID, which has not been approved or really reviewed by this Council, which is concerning. She said that what an MOU can do that zoning can't do is encourage homeownership, and said that the City should encourage owner-occupied units in whatever high rise buildings are developed.
- Councilor Hightower commended and thanked staff for their work in this process.

- **Mayor Weinberger spoke about the collaborative efforts around this ordinance change, and thanked the Council and staff for their work on this. He said that Burlington is in its current housing crisis because it has made housing too hard to build in the City and the State. He noted that there was a prohibition on having housing in this 84-acre district until now, and that this will be a significant positive change to address the housing crisis. He said that upon passage, the ordinance will enable more than 1,000 homes to be created in the City.**

VOTING ON ORDINANCE AS AMENDED (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (unanimous); motion carries.

MOTION by Councilor Bergman, SECOND by Councilor Magee, to suspend the rules and complete the remainder of the deliberative agenda.

VOTING: unanimous; motion carries.

7.3. Resolution: Authorization For Public Improvement Bonds For School District Capital Improvements - March 7, 2017 Voter Authorization (Board of Finance)

MOTION by Councilor Magee, SECOND by Councilor Dieng, to waive the reading and adopt the resolutions for items 7.3-7.6.

VOTING: unanimous; motion carries.

7.4. Resolution: Authorization For School District Capital Improvement Bonds For Burlington High School - November 8, 2022 Voter Authorization (Board of Finance)
Item included in a slate vote (see 7.3 above).

7.5. Resolution: Authorization For Refunding Public Improvement Bonds (Board of Finance)
Item included in a slate vote (see 7.3 above).

7.6. Resolution: Authorization For Public Improvement Bonds For Fiscal Year 2024 (Board of Finance)
Item included in a slate vote (see 7.3 above).

7.7. Resolution: The Climate Emergency And A Council Request To Count Vermont Air National Guard GHG Emissions And To Plan To Eliminate VTANG Aviation And Ground GHG Emissions In The Spirit Of The City's 2030 Net Zero Goals (TEUC (Councilors Bergman, King), Councilors Magee, Hightower (20 mins.)

MOTION by Councilor Bergman, SECOND by Councilor Magee, to waive the reading and adopt the resolution as amended, by adding the words "substantially reduce or" to Line 54.

DISCUSSION:

- Councilor Bergman noted the numerous constituents and other Vermonters who have reached out to the Council to pass this resolution. He emphasized that climate change is an existential crisis that is occurring now. He said that one of the biggest emitters of greenhouse gases is the U.S. Air Force, and this resolution asks the Air Force to partner with the City to share emission data and to help the City get to net zero energy emissions by 2030. He said that this resolution is in both the spirit of the City's net zero energy goals and the Air Force's climate action plan.
- Councilor Barlow expressed support for counting these emissions in reduction metrics.

VOTING: unanimous; motion carries.

7.8. Resolution: Authorization For Capital Public Improvement Infrastructure Bonds - March 1, 2022 Voter Authorization (Board of Finance)

MOTION by Councilor Magee, SECOND by Councilor Dieng, to waive the reading and adopt the resolution.

VOTING: unanimous; motion carries.

7.9. Burlington CARES Overview, Position Requests. and Structure - Police (15 mins.)

MOTION by Councilor Dieng, SECOND by Councilor Carpenter, to approve the creation of: One (1) Burlington CARES Clinical Supervisor, a Regular, Exempt, AFSCME, Grade 20 position; and Two (2) Burlington CARES Clinicians, a Regular, Exempt, AFSCME, Grade 19 position.

DISCUSSION:

- Councilor Grant said that this is a community-driven team and is a needed part of the City's public safety infrastructure. She expressed strong support for this initiative.
- Mayor Weinberger said that this is an important milestone in the efforts to stand up a crisis response team. He said that this action would allow the City to post and recruit for these positions. He noted that these positions were discussed at and have the support of the Police Commission.

VOTING: unanimous; motion carries.

7.10 Exterior Temporary Fencing for Memorial Auditorium – BPRW

Councilor Dieng said that he asked that this be placed on the deliberative agenda because it is temporary fencing and it is extremely expensive. He said that he would like to see more creativity and innovation in the construction of the fencing and does not want the downtown to look like a construction zone.

Councilor Grant said that Memorial Auditorium is a difficult building for the City right now, and said that temporary fencing is not a solution for what is occurring with the building.

Councilor Bergman asked what the administration's position is on exploring alternatives to this temporary fencing. Facilities Manager Bleakley said that this project was led by both CEDO and BPRW. She said that the main goal of the fencing is not to keep people out of the building but to keep them from the edge of the building so that nothing falls on them. She said that art could be placed on the temporary fencing while it is in place.

Councilor Hightower asked about future projected costs for Memorial. Mayor Weinberger replied that staff are looking into opportunities for the future of Memorial Auditorium and that it may take some time for any of the options to be implemented.

MOTION by Councilor [REDACTED], SECOND by Councilor [REDACTED], to approve and authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$119,750.00, to complete exterior temporary fencing at Memorial Auditorium, plus a project contingency of \$11,975.00 (total request including contingency not to exceed \$131,725.00), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

VOTING: 10-2; motion carries (Councilors Dieng and Grant dissenting).

8. COMMITTEE REPORTS

8.1. Verbal reports
No discussion.

9. CITY COUNCIL – GENERAL AFFAIRS

9.1. Verbal reports
No discussion.

10. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

10.1. Verbal reports
No discussion.

11. MAYOR – GENERAL AFFAIRS

11.1. Verbal reports
No discussion.

12. ADJOURNMENT

12.1 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Barlow, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 11:05 PM.

RScty: AACoonrad

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
July 24, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant (via Zoom)
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 7:20 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.1 motion to adopt the consent agenda and take the actions indicated.

2.2 First Class Restaurant/Bar Liquor License Renewal and Outside Consumption Permit Renewal (2023-2024): Red Panda, 161 Church Street
- approve the 2023-2024 First Class Restaurant/Bar Liquor License Renewal and Outside Consumption Permit Renewal for Red Panda, 161 Church Street, with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 FESTIVAL PERMIT APPLICATION (TWO DAYS ONLY)

3.1 Halvorson's, 10-16 Church Street, Friday, August 4, 4:00 PM – 10:00 PM and Saturday, August 5, 4:00 PM – 10:00 PM

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse to approve the two day only festival permit application for Halvorson's, 10-16 Church Street, Friday August 4, 4:00 PM – 10:00 PM and Saturday, August 5, 4:00 PM – 10:00 PM.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to adjourn

The meeting adjourned without objection at 7:24 PM.

**BURLINGTON LOCAL CANNABIS CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
July 24, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant (via Zoom)
Hannah King
Miro Weinberger

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 7:24 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CANNABIS APPLICATIONS

2.1 Barking Dog Farm, 39 Stirling Place

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to issue a local control license, conditioned upon compliance with all applicable City bylaws, adopted pursuant to 24 V.S.A. § 4414 and City ordinances regulating signs or public nuisances adopted pursuant to 24 V.S.A. § 2291, to Barking Dog Farm, and transmit local approval to the State Cannabis Control Board.

VOTING: unanimous; motion carries.

2.2 Bern Living Organics, 135 Main Street, Suite 101

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to issue a local control license, conditioned upon compliance with all applicable City bylaws adopted pursuant to 24 V.S.A. § 4414 and City ordinances regulating signs or public nuisances adopted pursuant to 24 V.S.A. § 2291, to Bern Living Organics, and transmit local approval to the State Cannabis Control Board.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to adjourn

The meeting adjourned without objection at 7:28 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
August 14, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Sarah E Carpenter (via Zoom)
Zoraya Hightower
Mark Barlow
Joe Magee (via Zoom)
Gene Bergman
Ben Traverse
Timothy Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Jared Pellerin
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:37 PM.

MOTION by Councilor Traverse, SECOND by Councilor Bergman, to amend and adopt the agenda as follows:

- **add to the consent agenda item 5.47: Special Event Outdoor Entertainment Permit Application (two days only): The Pinery, 377 Pine Street;**
- **add to the consent agenda item 5.48: Communication: Robert Bristow-Johnson, re: New Erosion at Bike Bridge and Mayes Landing;**
- **add to the consent agenda item 5.49: Communication: Selene Colburn and Rachel Siegel, re: double standard in the City's treatment of former REIB Director Tyestia Green;**
- **note that agenda item 6.4 Annual Report for 2022-23 – Parks, Recreation and Waterfront Commission is postponed to the next Council meeting, September 11 (per City Council President Paul).**

VOTING: unanimous; motion carries (Councilor Carpenter absent for vote).

2. COMMUNICATION: MAYOR MIRO WEINBERGER & AIRPORT DIRECTOR NIC LONGO, RE: NEGOTIATION OF AN AGREEMENT WITH VTANG REGARDING CAPITAL INVESTMENTS (VERBAL)

****EXPECTED EXECUTIVE SESSION** 5:30 PM – 6:00 PM ****

2.1. Communication: Mayor Miro Weinberger & Airport Director Nic Longo, re: Negotiation of an Agreement with VTANG Regarding Capital Investments (verbal) ** Expected Executive Session ** 5:30 PM – 6:00 PM **

MOTION by Councilor Barlow, SECOND by Councilor King, that the Council find that premature general public knowledge of information concerning contract negotiations of an agreement with VTANG regarding capital investments would clearly place the City at a substantial disadvantage with such negotiations.

VOTING: unanimous; motion carries (Councilor Carpenter absent for vote).

MOTION by Councilor Barlow, SECOND by Councilor King, that, based upon that finding, the Council go into executive session to receive information regarding agreement negotiations with VTANG, 1 VSA §313(a)(1)(A), to include the Mayor, Mayor's Office, Airport Director and City Attorney.

VOTING: unanimous; motion carries (Councilor Carpenter absent for vote).

3. PUBLIC FORUM: **TIME CERTAIN – 6:15 PM**

3.1 Verbal Comments

Forum opened at 6:12 PM.

COMMENTS:

Burlington residents (in person):

- Jacqueline Posley spoke about Burlington's reputation as a diverse and welcoming city while the experience on the ground is one of police brutality and racism. She spoke against the Mayor's attack on the character of the departed former director of the City's REIB department.
- Raven Havens spoke about the atrocities around the City and State and said that he supports his fellow Vermonters and community.
- Ferene Paris Meyer spoke about how she feels as a Black woman interacting within the Burlington community, and asked what actions the Council will take to ensure that the Mayor does not launch a witch-hunt on former REIB director Tyestia Green.
- Katarina Campbell spoke in solidarity with Tyestia Green, Casey Ellerby, Ferene Paris Meyer, Kiah Morris, and others who have experienced racial and gender-based discrimination, harassment, and terrorism. She said that they demand the end of the practices of abuse that those such as former director Green have experienced, and expressed concern about the harm done to them through the continued defamation of character and unwarranted targeting by the City's administration. She said that the hiring and retention policies should combat anti-BIPOC and gender-based discriminatory practices.
- Romeo von Hermann spoke about the chronic issue of retail theft in the Burlington community, noting its impact on businesses large and small, and on the community as a whole.
- Rachel Siegel and Julie Micuga read a letter drafted by Ms. Siegel and Selene Colburn, speaking about the double-standard in the City's treatment of the former REIB director Tyestia Green. The letter spoke about their experience as former City Councilors

regarding the questionable behavior of some City department heads, and by the administration itself. The letter provided several examples of this questionable behavior.

- Max Tracy spoke about former director Tyestia Green and her unquestionable integrity. He spoke about how she started the REIB department from scratch and also launched the City's annual Juneteenth event. He spoke about how her treatment is different from that of other department heads in the City, which is racist, and cautioned that this sets a precedent for other racist behaviors in the City that will cause harm to Black members of the community.
- Aspen Overy spoke in solidarity with Tyestia Green and others who have experienced racial and gender-based discrimination, harassment, and terrorism. She said that they demand the end of the practices of abuse that those such as former director Green have experienced, and expressed concern about the harm done to them through the continued defamation of character and unwarranted targeting by the City's administration. She said that the hiring and retention policies should combat anti-BIPOC and gender-based discriminatory practices.
- Josh Myer spoke in solidarity with Tyestia Green and others who have experienced racial and gender-based discrimination, harassment, and terrorism. He spoke of his experiences in a mixed-race family in the City, including harassment, the writing of racial slurs on his family's cars, and other racist acts. He expressed concern about the treatment of Black women and people of color in general in the Burlington community.
- Joanne Margaret Brown spoke with concern about actions of Vermont's Congressional delegation, specifically Congresswoman Balint's shift from the House Budget Committee to the House Judiciary Committee.
- Madison quoted from Mayor Weinberger's State of the City address in 2021, which included a number of BIPOC-related initiatives. She said that the City Council should make clear that the findings of the REIB audit show no wrongdoing on the part of former Director Green, make clear that Director Green oversaw a very successful 2021 Juneteenth, that findings of mismanagement regarding the 2022 Juneteenth event articulate that Ms. Green resigned from her position in March and that the Burlington City Arts Department staff and outside organizations were responsible for the execution and management of that event, that there is a pattern of bias in the Mayor's execution of oversight.
- Jenna Emerson spoke in solidarity with Tyestia Green and others. She spoke about the success of the Juneteenth event.
- Levi Silverstein spoke as a member of the UVMHC support staff union, urging the Council to support the union in its negotiations with UVMHC. He spoke about the lack of livable wages for the majority of union members.
- Liam Malone spoke in solidarity with Tyestia Green and others who have experienced racial and gender-based discrimination, harassment, and terrorism.
- Robert Bristow-Johnson spoke about erosion next to the bike bridge, which is threatening the integrity of the bike bridge. He said that repairs must be made now before they become too costly to do so, or before the bike bridge is destroyed.
- Bethany Whittaker spoke as a member of the Burlington Electric Commission, about the McNeil Plant and District Energy. She said that the Commission is speaking about these topics and invited the public to come give input on them. She said that the District Energy plan would increase the efficiency of the system overall, but acknowledged public concerns about the burning of biomass.
- Jacob Horowitz spoke as a member of the support staff union at UVMHC. He spoke about his role as a staffing coordinator for the hospital's inpatient nursing units, noting a complete lack of support staff and that there are often unsafe staffing ratios. He said that one reason for this deficit is the hospital's refusal to support a livable wage.
- Lee Morrigan spoke about the REIB audit and reporting, noting that Director Green was not the director for the majority of the timespan in the audit. They noted that the findings and recommendations in the audit were contradictory.
- Eli Johanowicz spoke about his experience as an unhoused individual for the last six years. He quoted passages from the Old Testament about the end of times.
- Jake Schumann spoke in support of his fellow community members, BIPOC women, and union members.

- Grace Pfeil spoke in support of the BIPOC women in Burlington and in the State who face racism and terrorism every day. She said that the City must do everything it can to ensure the safety and well-being of everyone in the community, including especially the most vulnerable and those who are BIPOC.
- Faried spoke about Director Green's integrity and her attention and caring when it comes to meeting peoples' needs. He said that there should be an office of investigations for residents with complaints about City departments that aren't doing their jobs (such as code enforcement). He said that residents are being made homeless too often as a result of landlords failing to keep their fire detection systems up to code.
- Todd LaCroix spoke about the hypocrisy and selective outrage in America.
- Brian Cina said that this REIB audit is being used as an instrument of state violence against Black women and asked why this is being investigated but the mismanagement of the TIF District isn't. He said that violence begets violence.
- ____ spoke about how the Mayor continuously targets Black people and called for his resignation.

Burlington residents (via Zoom):

- Ryan Bergman expressed interest in the vacant seat on the Church Street Marketplace Commission. He spoke about his background and qualifications for this position. He spoke about his goals of promoting the long-term safety and stability and growth of the marketplace.
- Sarah Sciortino spoke in solidarity with Tyestia Green and other BIPOC members of the community. She additionally spoke in solidarity with the support staff union of UVMCC. She said that the City should not force out members who go against the racist status quo.
- Pike Porter spoke about the VTANG agreement, noting that the Air Force is one of the richest institutions in the world. He said that the City Council should scrutinize any agreements between the City and VTANG.
- Ishmael Ahmed spoke in solidarity with both Tyestia Green and the UVMCC support staff union. He additionally spoke about spending priorities, and how focusing on the lowest cost vendor for certain things helps to enable the status quo and systems as they currently are, which are often exploitative.
- Julia Curry spoke with shame about the City, saying that the decision to commission the REIB report was a failure of integrity. She said that this report is coming from a defensive or vindictive desire to attack someone who cannot defend themselves, and is a projection of ego that does not belong in this community.

Non-Burlington residents (in person):

- Kathleen Kemp spoke about how she had to endure Slave Day at Burlington High School for three years, even though she voiced concerns to a guidance counselor about it. She said that this was an act of terrorism.
- Kiah Morris spoke in solidarity with Tyestia Green, Casey Ellerby, Black femmes, non-binary, and trans women throughout the State who have experienced racial or gender-based harassment and terrorism. She spoke about the structural racism that have made these people have to leave the State. She demanded a reckoning and full accounting for the multiple forms of harm enacted by the City on these individuals.
- Lydia Diamond spoke about her experience running for City Councilor in South Burlington. She spoke in support of the Black women and that the violence against women of color has to stop.

MOTION by Councilor Hightower, SECOND by Councilor Bergman, to extend the public forum to allow all speakers to speak who have signed up to speak.

VOTING: 9-1; motion carries (Councilor Shannon dissenting; Councilor Carpenter absent for vote).

- Leah Briggs spoke as a member of the UVMMC support workers union, and spoke about her experiences working at UVMMC as a support worker. She asked for the City Council's support for livable working conditions at UVMMC. She said that UVMMC is maintaining a working poor class in the State of Vermont, which is unacceptable.
- Gina Russ spoke as a member of the UVMMC support staff union, saying that the workers can't afford to live in the community that they take care of.
- Alex Hilliard spoke in solidarity with Tyestia Green and other Black femme women in the State. He said that scores of Black and non-binary individuals have experienced abusive practices and disproportionate harm at the hands of the media and State and local government offices.
- Tara Bragg spoke about misogyny and racism in Vermont.
- Eric Weiman spoke about his experience as a phlebotomist at UVMMC and expressed support for his fellow support staff union members. He noted that his wage of \$16.36 per hour as a phlebotomy technician at UVMMC is lower than his son's \$18 wage at McDonald's.
- Modaeeri Bapa spoke about minority oppression in Vermont and how similar it feels to his experience living in oppression as a minority in Israel. He said that nothing has changed in the last three years, which is why there are so many people here tonight demanding change from current policies.
- Tabitha Moore spoke in support of the women of color in Burlington and Vermont, and said that the NAACP is fully in support of Tyestia Green. She spoke in support of livable wages and fair processes in general, since the status quo in the system is that of oppression.

Non- Burlington residents (via Zoom):

- Heather Bowman spoke as a member of the UVMMC support staff union and as a phlebotomist. She said that despite the fact that support staff are underpaid, under-staffed, and under supported, they continue to take care of the community. She noted that the majority of support staff are on Medicaid and cannot even afford the health insurance that UVMMC offers as a benefit.
- Peter Duvall spoke about the District Energy Plan and the lack of transparency around the project. He urged the City Council to take more of an interest in the project and request full documentation and information pertaining to the project.
- Sandi Bermazon spoke in support of Black women and non-binary individuals in the State.

Forum closed at 8:20 PM.

4. CLIMATE EMERGENCY REPORTS

4.1 Climate Emergency Reports

None.

5. CONSENT AGENDA

5.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

5.2 Communication: CT Office, re: Accountability List – waive the reading, accept the communication and place it on file.

5.3 Communication: CT Office, re: March 27, 2023 Local Control Commission Meeting Minutes, Draft – waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.4 Communication: CT Office, re: March 27, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.5 Communication: CT Office, re: April 3, 2023 Organization Day Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.6 Communication: CT Office, re: April 17, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.7 Communication: CT Office, re: April 17, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.8 Communication: CT Office, re: May 1, 2023 Full Board of Abatement of Taxes Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.9 Communication: CT Office, re: May 1, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.10 Communication: CT Office, re: May 1, 2023 City Council with Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.11 Communication: CT Office, re: May 1, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.12 Communication: CT Office, re: May 15, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.13 Communication: CT Office, re: May 22, 2023 Special City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.14 Communication: CT Office, re: May 2023 Special City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.15 Communication: CT Office, re: June 5, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.16 Communication: CT Office, re: June 5, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.17 Communication: CT Office, re: June 20, 2023 City Council with Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.18 Communication: CT Office, re: June 20, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.19 Communication: CT Office, re: June 20, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.20 Communication: CT Office, re: June 26, 2023 Special City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.21 Communication: CT Office, re: June 26, 2023 Special City Council with Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes as received at the July 24, 2023 Regular City Council Meeting.

5.22 Green Castle Group – 15 Hungerford Terrace – Construction Barricade Fencing and Parking Obstruction – DPW – approve the First Amendment to License Agreement between the City and Green Castle Group LLC, in order to extend the term of the agreement through January 1, 2024, granting use of the City right-of-way for construction fencing and parking stalls located at 15 Hungerford Terrace and, to authorize the Mayor to execute the First Amendment to License Agreement in substantial conformity with the License Agreement attached—subject to approval by the City Attorney’s Office—on behalf of the City of Burlington.

5.23 Communication: Kim Hornung-Marcy, re: Public Forum 7/24/23, Wood Smoke – waive the reading and place on file.

5.24 Special Event Outdoor Entertainment Permit Application (three days only): SEABA, Art Hop, September 8-10, 2023, various locations and times throughout the South End – approve the three day only special event outdoor entertainment permit application for SEABA, Art Hop, September 8-10, 2023, various locations and times throughout the South End.

5.25 Communication: Holly Bessette, re: Parking – waive the reading and place it on file.

5.26 Authorization to Execute Contracts with On-Call Water Resources Excavation Contractors – DPW – Water Resources – approve and authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S.D. Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney.

5.27 Request for approval of three contracts related to the River Siphon Break emergency response – DPW – Water Resources – 1. To retroactively authorize and ratify the Director of Public Works' execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,000, subject to the review and approval of the City Attorney's Office; 2. To retroactively authorize and ratify the Director of Public Works' execution of the following agreements related to the construction of the temporary bypass pumping system: i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc., for on-call repair services for an amount up to \$775,000; and ii. A Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass-pumping system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit; provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to review to the prior review and approval of the City Attorney's Office; 3. To authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023 provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and that execution of the same shall be subject to the prior review and approval of the City Attorney's Office.

5.28 Request to accept a Federal Aviation Administration Grant for the Residential Sound Insulation Project FAA Phase 3 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. respectively – Airport – 1. To authorize the Director of Aviation to accept an execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency, totaling up to \$6,338,364.54 as allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review and approval of the City Attorney's Office; 2. To authorize the Director of Aviation to execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05 as allowed under the grant, for construction activities for 52 homes, subject to review by the City Attorney's Office; and 3. To authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc. in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant for program management and development, community outreach, evaluation of structures, design services, bid, award activities and construction activities for approximately 50 homes, subject to review by the City Attorney's Office.

5.29 Request to Accept a Federal Aviation Administration Grant and Execute a Contract for Design, Permitting and Bidding of the Snow Removal Equipment Building Project with Passero Associates – Airport – 1. To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$1,160,011.80 with a 15% contingency, totaling \$1,334,013.57, as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office; and 2. To authorize the Director of Aviation to execute contracts with Passero Associates Inc. in an amount of up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30 as allowed under the grant, for design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office.

5.30 Request to Execute a Federal Aviation Administration (FAA) grant and execute a Contract with Hoyle Tanner & Associates, Inc. to update the Airport's Pavement Management Plan – Airport – 1. To authorize the Direction of Aviation to execute a grant from the Federal Aviation

Administration to accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office; and 2. To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant for the update of the Pavement Management Plan (PMP), subject to review by the City Attorney's Office.

5.31 Request to Accept and Execute a Federal Aviation Administration (FAA) Grant and Contract with Hoyle Tanner & Associates, Inc. for the planning, design, permitting and bidding an expansion of the existing Cargo Apron – Airport – 1. To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$2,754,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office; and 2. To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$296,100.00 with a 15% contingency totaling \$340,515.00, as allowed by the grant, for planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office.

5.32. Request to Execute a Contract with Stantec Consulting Services Inc. for the Design, Permitting, and Bidding of Runway 15-33 Rehabilitation Project – Airport – authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office.

5.33. Final Change Order - CY22 Sidewalk Reconstruction Program – DPW - 1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program; and 2. To retroactively authorize the Director of Public Works to execute the a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.

5.34. FY24 Parking Garage Security Contract - DPW - Division of Parking and Traffic - approve and authorize: 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and, 2) an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451- 6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.

5.35. Marketplace Garage Repair - DPW - Division of Parking and Traffic - approve and retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office.

5.36. FY24 Recycling Truck Purchase Cost Increase – DPW - approve and authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and, to further authorize the Director of the Department of Public Works to execute a purchase agreement, and other associated documents necessary to effect such purchase, with Allegiance Trucks for a total purchase price not to exceed \$309,145.00, subject to the review of the City Attorney's Office.

5.37. Champlain Parkway - Design Contract Amendment No. 18 with Clough, Harbour & Associates – DPW - authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office.

5.38. CY23 Paving Contract Amendment for Additional Patching Work – DPW - 1. To approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney’s Office, for a total authorized amount of \$2,067,187.30; and 2. To authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project.

5.39. Reclassification of One (1) CEDO Position with No Adverse Impact to the City's General Fund - CEDO/HR - approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

5.40. Church Street Marketplace Winter Holiday and Winter Lights - Authorization to Award Contract – CSM - authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney’s Office.

5.41. Church Street Marketplace Snow Removal - Authorization to Award Contract – CSM – authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney’s Office.

5.42. Fletcher Free Library Security Guard Contract FY24 – Library - authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, subject to final review and approval of the City Attorney’s Office.

5.43. Communication: Colin Hilliard, re: BBA Comment Re: FY24 Parking Garage Security Contract – waive the reading and place it on file.

5.44. 2023 Annual Report - Board for Registration of Voters – waive the reading, accept the report, and place it on file.

5.45. FIO Documents – for information only.

5.46. Resolution: Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Parking Traffic Division Of The Public Works Department – CT – waive the reading and adopt the resolution.

5.47. Special Event Outdoor Entertainment Permit Application (two days only): The Pinery, 377 Pine Street - approve the two day only special event outdoor entertainment permit application for The Pinery, 377 Pine Street, September 8 - 9, 2023.

5.48. Communication: Robert Bristow-Johnson, re; New Erosion at Bike Bridge and Mayes Landing – waive the reading and place it on file.

5.49. Communication: Selene Colburn and Rachel Siegel, re: double standard in the City's treatment of Former REIB Director Tyestia Green – waive the reading and place it on file.

MOTION by Councilor Traverse, SECOND by Councilor Shannon, to adopt the consent agenda as amended and take the actions indicated for items 5.1-5.49.

VOTING: unanimous; motion carries (Councilor Carpenter absent for vote).

6. DELIBERATIVE AGENDA

6.1 Communication: Mayor Miro Weinberger, re: Appointment of Deputy City Attorney
 Mayor Weinberger noted that the position of Deputy City Attorney was created several years ago, and that it provides further structured support for the City Attorney’s Office. He spoke about his nominee for this position, Assistant City Attorney Jared Pellerin, and his relevant experience. Assistant City Attorney Pellerin spoke briefly about his interest in this position.

MOTION by Councilor Doherty, SECOND by Councilor Bergman, to confirm the appointment of Jared Pellerin as Deputy City Attorney

DISCUSSION:

- Councilor Grant spoke about past experiences serving on volunteer commissions with the City and the lack of support from the City Attorney's Office in those roles. She said she appreciated Assistant City Attorney Pellerin's attention to that problem and expressed hope that processes will be implemented to better support the City's boards and commissions.

VOTING: unanimous; motion carries (Councilor Carpenter absent for vote).

6.2 Tobacco License Application (2023-2024): Fireman Smoke Shop LLC, 130 Church Street

MOTION by Councilor Shannon, SECOND by Councilor Grant, to approve the 2023-2024 Tobacco License Application for Fireman Smoke Shop, LLC, 130 Church Street.

VOTING: unanimous; motion carries (Councilor Carpenter absent for vote).

6.3 Appointment: Church Street Marketplace Commission (Term Expires 6/30/26)
City Council President Paul called for nominations for this position.

MOTION by Councilor Bergman to nominate Romeo van Hermann for a position on the Church Street Marketplace Commission.

VOTING: unanimous; motion carries (Councilors Carpenter, Traverse absent for vote).

6.4 Annual Report for 2022-23 – Parks, Recreation and Waterfront Commission (15 mins.) **postponed to the next Council meeting, September 11**

6.5 Resolution: Support For Fair Contract For UVMMC Support Staff United Union (Councilors Bergman, Grant, Hightower, Magee, Dieng, Paul, Shannon, King, Carpenter, Barlow)(20 mins.)
Councilors Doherty and Traverse recused themselves from this deliberative agenda item.

MOTION by Councilor Bergman, SECOND by Councilor King, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Bergman thanked the union and his fellow City Councilors for the support on this. He said that this resolution very clearly states that the Council must take action to support its community. He said that this resolution stands up against the neoliberal logic that the market will dictate what a fair wage is, and stands up against inequality. He said that a unanimous passage of this would stand for a basic proposition of a united community that lives in dignity and justice.
- Councilor Shannon thanked the union for informing the Council about what has been occurring at UVMMC.
- Councilor Hightower thanked the union for their courage in coming to the Council to share their experiences and for their efforts to make UVMMC better for everyone.

- **Councilor Magee thanked the union for their efforts, noting that the hospital has many undervalued workers at many levels. He said that it is past time that the hospital pay workers what they are worth.**
- **Councilor Grant said that UVMHC is in denial about what it takes to live in this City right now. She noted that the new housing created on Market Street isn't even available to many of the support staff workers. She said that no one should have to work overtime due to the mismanagement at higher levels of the hospital.**

VOTING: unanimous; motion carries (Councilors Doherty and Traverse recused).

6.6 Communication: Heather E. Ross, Sheehey Furlong & Behm PC, re: Financial Review of Expenditures by Racial Equity Inclusion and Belonging Department ("REIB") in Fiscal Years 2021 and 2022 (25 mins.)

City Council President Paul noted that last week, a request was made of the full City Council that any questions that might require additional research or information from Attorney Ross be sent to the City Attorney's Office prior to the report being posted online on Thursday.

Chief Administrative Officer Schad walked through the questions that were received from Councilors and their responses. They were as follows:

- Page 3 of the report, in a footnote: Melo Grant is listed as a Juneteenth musician. Does this create a conflict of interest in reviewing the report? Response: the City Attorney's Office has discussed the charter provision regarding conflicts of interest with Councilor Grant and determined that it is up to the Councilor to disclose any conflicts of interest should they feel that there is one, or the Council determine that there is one through a two-thirds vote.
- Page 2 of the report notes that some of the information in the report is confidential. Is the report public? Response: that is boilerplate language to protect the law firm that created it. The administration has reviewed to ensure that everything in the report can be released publicly.
- There was a clarification that some of the businesses involved in the event were not subject to the Secretary of State search as being eligible to do business in Vermont because they are well-known entities with a presence in the state already.
- There was a clarification about Andrew Champagne's role not as a musician but as having been hired to help register votes.
- Page 8 of the report references an invitation-only black tie event at Hula on June 17, 2022 to honor members of the Black community. What was the cost of the event? Who was invited? What were they asked to pay? What was the criteria for the invitation? Response: this question is out of scope of the assignment.
- Noble Jewels was paid \$50,000 for cultureology. What is that and what are the details of that work? Response: this came before the Board of Finance in September of 2021, and includes a cultural gap analysis, community assessment, and creating a strategy and action plan.
- Kesha Ram was paid \$1,000 to speak. When did she speak, for how long, and is there precedent for paying a local politician to speak? Response: she spoke at the Juneteenth FY22 event and it's not clear how long she spoke for and the question of precedent is out of scope.
- How much did the report cost? Response: it cost \$41,000. The firm interviewed 10 current and former City employees and examined 77,000 emails and other documents. Baker Tilley, which led the internal review of Ms. Green's work in Minneapolis, was paid \$175,000 for its work (which interviewed 13 current and former city employees and reviewed 285,000 emails).
- Did the contracting follow City procurement procedures, and if yes, what is that process? Response: yes. A scope of work was developed and the City made calls and talked to 3 different lawyers at 3 different law firms, and that most law firms did not have the expertise or availability to take on the work. Heather Ross at Sheehey, Furlong, & Behm has had previous experience conducting these kinds of investigations, offered a governmental discount, and was not conflicted out of the work.

- What steps are being taken to address the recommendations by the Administration? Response: the City is following up on each recommendation in the report and will report back on them to the Board of Finance and City Council. The Clerk Treasurer's Office will take responsibility for these efforts, which include developing and implementing a process to make the Board of Finance aware of the Juneteenth budget, and any other large events for any other department well in advance of the event, developing and holding annual reminder trainings regarding purchasing requirements, strengthening the City's conflict of interest policy, establishing a robust fraud, waste, and abuse policy, a policy regarding when out-of-state vendors are allowed to have lodging and travel expenses paid for by the City, formalize requirements that contractors must be registered to do business in Vermont, and document requirements about signing authority for contracts.
- Where is the budget amendment that increased the June 2022 budget from \$100,000 to \$180,000? Response: there is an amendment that took \$90,000 from the FY21 REIB department and added it to the 2022 Juneteenth budget, and a second amendment that took \$10,000 from that \$90,000 and put it toward computers.
- The 2023 budget reflects \$720,000 for use of fund balance in the 2022 amended budget. What is this? Response: this is money that was carried over from the original \$1 million obligated in FY21 for the fund for racial justice, and that it shows up in budget amendments as it is spent.
- The 2023 budget shows \$68,000 in donations for special events, but the report says that the City raised \$103,000. Why is there a discrepancy? Response: some of the money came in after the FY23 budget closed. The FY24 REIB proposed budget shows the \$103,000 under actuals.
- The Mayor's 2023 budget includes \$1.2 million of CARES Act revenue for REIB. Has that been received? Is it guaranteed? Response: This was ARPA money that was set aside for FY23 for REIB salaries, and is only funded as it is incurred. Due to limited staffing for REIB in FY 23, the entire salary amount (\$740,000) was funded (not the full \$1.2 million as anticipated).
- A number of individuals were listed as BCA. Why is that? Response: this question crosses the line of attorney-client privilege, and the Councilor who asked this question would need to waive that in terms of the formation of the advice that was given.
- Is there accounting for Juneteenth specifically? Response: Yes, there is, and it can be shared.
- Is Exhibit 1A intended to be a summary for all FY22 Juneteenth spending? Response: Yes.
- Who are the recipients of the gift cards from City Market and Hannifords? Response: This was out of scope but the City can find out and report back to the Councilor that asked this question.
- If the City was overcharged for goods received from vendors, do we have any recourse? Response: This would be contract-specific. The City Attorney's Office would need to review the terms of the contract.

MOTION by Councilor Hightower, SECOND by Councilor Bergman, to not accept the memorandum: Financial Review of Expenditures by REIB in Fiscal Years 2021 and 2022, but instead, refer both materials posted under this as supporting documents today to the HR Committee to consider a full public articulation of harm from Mayor Miro Weinberger and the City of Burlington to Tyestia Green, Casey Ellerby, and their families for the continued defamation of character and unwarranted actions taken through City processes like the audit itself and an apology of the same. Additionally, request that the HR Committee establish a process for independent evaluation and oversight of the hiring and retention policies and solutions employed by the City of Burlington to combat anti-BIPOC and gender-based discriminatory practices.

DISCUSSION:

- Councilor Hightower noted that the June 2021 Juneteenth was the only Juneteenth that was managed and executed by former Director Green and that there was no mismanagement found for this Juneteenth and it was a great success. She noted that when Director Green gave notice in February of 2022, the 2022 Juneteenth was on track, that vendors had not been hired, the theme had not yet been selected, and that no financial commitments had yet been made. She noted that the focus of the review was around fraud, waste, and abuse, which did not occur with the 2021 nor the 2022 event,

and that the memorandum summarizing the report creates the appearance of mismanagement by former Director Green throughout, without providing support or analysis for accusations. She said that the issues appear to be a Citywide lack of clarity and enforcement around City policies. She noted that there have been documented instances of other City departments mismanaging resources, but that former Director Green is the only department head to be publicly reviewed in this way. She said that the administration should strongly consider the presence of a potential bias in its response to these concerns being raised tonight. She noted other instances of other City department heads and employees not following City protocol in their use of resources without proper documentation, and noted that none of them were audited to this degree. Councilor Hightower then spoke about her own personal experience working with the Mayor on issues related to racial equity, inclusion, and belonging, and the CNA report through the Police Commission.

- Acting City Attorney Pellerin cautioned the City Council that they should receive advice on the legality of the motion before moving forward.

MOTION TO AMEND by Councilor Hightower, SECOND by Councilor Bergman, to move to refer the materials posted under this item as supporting documents to the HR Committee to consider the full impact of this report on our City, Tyestia Green, Casey Ellerby, and their families. Additionally, refer these materials to the HR Committee to establish a process for independent evaluation and oversight of the hiring and retention policies and solutions employed by the City of Burlington to combat anti-BIPOC and gender-based discriminatory practices.

VOTING: unanimous; motion carries.

6.7 Communication: Jared Pellerin, Assistant City Attorney, re: Redistricting Roll-Out (10 mins.)

Acting City Attorney Pellerin said that the City Attorney's Office has been working with the Chief Administrative Officer and her team on how to implement the recent charter change to redistrict the City, and how that affects Town Meeting Day for the City's elections going forward. He said that fortunately, keeping the 8-ward and 4-district scheme will mean minimal changes. He noted that 8 of the 50 elected seats were displaced by the movement of the boundaries, and that 4 of them are up for reelection, but 4 of them unfortunately will no longer live in the district or ward that they were elected to represent, so they will need to step down for their seats. He said that the City Council can appoint acting officials for those seats.

MOTION by Councilor Doherty, SECOND by Councilor Traverse, to waive the reading, accept the communication and place it on file.

VOTING: unanimous; motion carries.

7. COMMITTEE REPORTS

7.1. Verbal reports

Councilor Barlow noted that the Transportation, Energy, and Utilities Committee (TEUC) is meeting on August 15 at 5:00 PM at 585 Pine Street to continue deliberations on the carbon impact fee ordinance. He also noted that the TEUC will hold its regularly-scheduled meeting on Tuesday, August 22nd, at 5:00 PM, at which time it will discuss the new ordinance to control noise and fuel efficiency standards at the airport.

Councilor Bergman noted that the joint Charter Change/Ordinance Committee on Oversight has met several more times and that they need to set new meetings moving forward, to discuss the different paths forward on oversight. Councilor Traverse noted that the Police Commission

has been active in this process and that he hopes they will provide formal recommendations and feedback on the direction that the current iteration of the Police Commission would like to go in.

Councilor Traverse noted several items pending before the Ordinance Committee, including the graffiti and stickering ordinance that was passed by the Council, and the carbon pollution impact fee ordinance (once TEUC has completed its review).

City Council President Paul noted that the Public Safety Committee will be meeting on August 17 at 6:00 PM, remotely, and will discuss drug activity in neighborhoods and establishing forums to talk about drug activity with various constituencies.

8. CITY COUNCIL – GENERAL AFFAIRS

8.1. Verbal reports

Councilor Hightower noted the passing of Omar, the owner of Kismayo Kitchen, last week.

Councilor Grant said that the Council needs to be very careful about how it makes decisions based on decisions from other municipalities. She noted that the City of Minneapolis had a Truth and Reconciliation Committee, but members of that committee felt exhausted and gaslit and resigned from the Committee and their positions on City Council. She noted that 75 current and former City staff signed a letter criticizing racist, toxic work culture in the City of Minneapolis. She said that Burlington needs to examine whether they want to mirror the behavior of other municipalities, and that they need to look carefully at how other places treat their people. She also said that the current director of the REIB department needs to be supported right now.

9. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

9.1. Verbal reports

None at this time.

10. MAYOR – GENERAL AFFAIRS

10.1. Verbal reports

Mayor Weinberger noted that the City has already surpassed the number of overdoses for all of 2022, and that given the ongoing challenge and work needed in this area, he noted that August 31 is international Overdose Awareness Day and there will be an event in City Hall Park on that day.

11. ADJOURNMENT

11.1 Motion to Adjourn

MOTION by Councilor Bergman, SECOND by Councilor Traverse, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 10:17 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
August 14, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Sarah E Carpenter (via Zoom)
Zoraya Hightower
Mark Barlow
Joe Magee (via Zoom)
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Jared Pellerin
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Weinberger at 9:57 PM.

MOTION by Councilor Traverse, SECOND by City Council President Paul, to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated

2.2 Communication: CT Office, re: Openings Burlington City Commissioners/Boards – waive the reading, accept the communication and place it on file

MOTION by Councilor Traverse, SECOND by City Council President Paul, to adopt the consent agenda and take the actions indicated for items 2.1-2.2

VOTING: unanimous; motion carries.

3. 2023 BOARD AND COMMISSION APPOINTMENTS

3.1 Conservation Board (Term Expires 6/30/27)

MOTION by Councilor Barlow to nominate Pauline Swislocki to the Conservation Board.

VOTING: unanimous; motion carries.

3.2 Development Review Board – Full position (Term Expires 6/30/26)

MOTION by Councilor Barlow to nominate Leo Sprinzen to the Development Review Board.

VOTING: unanimous; motion carries.

3.3 Vehicle for Hire Licensing Board (Term expires 6/30/25)

MOTION by City Council President Paul, SECOND by Councilor Bergman, to readvertise the position.

VOTING: unanimous; motion carries.

3.4 Board for Registration of Voters (Term expires 6/30/28)

MOTION by Councilor Bergman to nominate Olga Bravo to the Board for Registration of Voters.

VOTING: unanimous; motion carries.

4. ADJOURNMENT

4.1 Motion to adjourn

The City Council meeting adjourned without objection at 10:05 PM.

RScty: AACoonradt

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
August 14, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Zoraya Hightower
Mark Barlow
Joe Magee (via Zoom)
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King
Miro Weinberger

OTHERS PRESENT:

Jared Pellerin
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 6:09 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.1 motion to adopt the consent agenda and take the actions indicated.

2.2 Third Class Liquor License Renewal (2023-2024): Despacito, 294 North Winooski Avenue - approve the 2023-2024 Third Class Liquor License Renewal for Despacito, 294 North Winooski Avenue with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING:

3.0 DELIBERATIVE AGENDA

3.1 Second Class Store Liquor License Application (2023-2024): Always Full Asian Market, LLC, d/b/a Always Full Market Burlington, 179 Bank Street.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2023-2024 Second Class Store Liquor License Application for Always Full Asian Market, LLC, d/b/a Always Full Market Burlington, 179 Bank Street with the following conditions: all City Permits need to be closed out, contingent upon Fire Marshal approval and with all standard conditions.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to adjourn

The meeting adjourned without objection at 6:12 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
September 11, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Ben Traverse
Timothy Doherty
Melo Grant (via Zoom)
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Jared Pellerin
Lori Olberg
Meagan Tuttle
Sarah Morgan

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 6:07 PM.

City Council President Paul called for a moment of silence in remembrance of the lives lost on September 11, 2001.

MOTION by Councilor Doherty, SECOND by Councilor Traverse, to amend and adopt the agenda as follows:

- **Put the action item of 2.1 on the consent agenda;**
- **Add to the consent agenda item 5.25: Communication: Stephanie Seguino, Member, Police Commission, re: Resignation;**
- **Remove from the consent agenda item 5.3 Update on Initial Receipt and Obligations of Nationwide Settlement Opioid Money (CAO and Mayor) and add it to the deliberative agenda as item 6.2.**

VOTING: unanimous; motion carries.

2. ANNUAL REPORT FOR 2022-2023 PARKS, RECREATION, AND WATERFRONT COMMISSION

2.1 Annual Report for 2022-2023, Parks, Recreation, and Waterfront Commission

Abbey Duke (chair) and Lee Morrigan (vice chair) of the Parks, Recreation, and Waterfront Commission provided a verbal summary of the 2022-2023 annual report for the commission. They spoke about the importance of the services provided by the Parks, Recreation, and Waterfront department, as well as about the professionalism of its staff.

Councilor Barlow said that the report cited difficulty with increasing public engagement, noting that this was also a problem for him when he served on the Commission. He asked what strategies are being pursued currently to increase engagement. Chair Duke replied that they are working on several ideas but have not yet developed a cohesive plan.

Councilor Shannon noted that complaints about safety concerns in parks have decreased this year, and asked what conversations are occurring at the Commission level related to safety improvements. Vice Chair Morrigan replied that they are working on a project to reduce syringe litter, and that they have also been working with the Police Chief to gather information about City Hall Park in a boots-on-the-ground way in order to inform plans for increasing safety there.

Councilor Traverse asked whether there have been discussions about water access and how people can cool down on hot days when the beaches are closed, noting that there had been discussions when he was on the Commission around alternatives to a public pool for the City. Chair Duke replied that this will be one of the Commission's primary area of focus this winter, including gathering input on short-term and longer-term solutions.

Councilor Carpenter thanked BPRW staff for their hard work. She asked whether BPRW and the administration can work together around the Urban Park Ranger program, which has been assisting greatly with the population of unhoused in the City and its parks, but said that this wasn't what was envisioned to be taking up so much of their role when the program was created.

Councilor Dieng thanked the Commission for the report but said he would like more detail, especially related to data around who is accessing parks programs.

Councilor Grant noted the tremendous improvement in coordination among City employees across departments and looked forward to further collaboration.

Councilor Hightower asked several questions related to the officiant fee that was recently established, which were answered.

3. PUBLIC FORUM: **TIME CERTAIN – 6:15 PM**

3.1 Verbal Comments

Forum opened at 6:34 PM.

COMMENTS:

Burlington residents (in person):

- Michael Nodell spoke about the Elmwood Emergency Shelter, expressing concern about the drug use and public defecation occurring on and around the site, especially given that it is a residential area. He said that the success of the program is in jeopardy because of this illegal activity, and asked that the police be more involved,.

- Jada Bearden spoke about white supremacy in the Burlington community, and her lived experience with it. She also spoke about her current unhoused situation.
- Bella Fern spoke about Vermont's lack of diversity, noting that Black residents are being driven out of the state due to racism. She spoke about the actions taken against former REIB Director Tyeastia Green, noting that those responsible for those actions need to be held accountable.
- Robert Bristow-Johnson spoke about elitism and hypocrisy on the basis of race. He said that everyone needs to be held accountable if they are in the wrong, regardless of race.
- Jack Tiano expressed excitement about the Neighborhood Code project kickoff. He noted that while the South End Innovation District project and other spot-zoning are important, but more comprehensive and systemic code updates are needed to tackle barriers to residential housing and access to affordable housing. He said that one goal for the discussion should be to examine how cost per dwelling unit is affected by the densities that are set through the Neighborhood Code project.
- Ryan Thornton spoke about the Neighborhood Code project, saying that a primary goal should be increasing access to homeownership for all of Burlington's residents, given that most of them are renters and are priced out of owning homes in the community. He said that the City should look at footprint lots and the ability for replacing single-family homes with multi-family units or duplexes.
- Todd Lacroix spoke about September 11, racism, and hypocrisy.

Burlington residents (via Zoom):

- Sharon Bushor spoke about the ordinance related to technical amendments, noting that there should have been more discussion about the technical amendments prior to passing the ordinance. She also spoke about the Neighborhood Code project, saying that there should be more opportunity for public input at the NPA meetings for this project.
- Colin Larson said he is excited about the Neighborhood Code project, as well as the South End Innovation District project. He said that he supports efforts to have more alternatives to single-family homes, especially in the Old North End.

Non-Burlington residents (via Zoom):

- Karen Seba spoke about more policy action needed to combat racism in the City.

Forum closed at 7:01 PM.

4. CLIMATE EMERGENCY REPORTS

4.1 Climate Emergency Reports

Mayor Weinberger spoke about the acquisition of an electric bucket truck for Burlington Electric Department, noting that it is part of the ongoing electrification of the City's fleet. He noted that development in the walkable and bikeable parts of Burlington will lead to lower energy consumption, as denser, more urban environments tend to use less energy per capita than suburban neighborhoods.

5. CONSENT AGENDA

5.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

5.2 Communication: CT Office, re: Accountability List – waive the reading, accept the communication and place it on file

5.3 Update on Initial Receipt and Obligations of Nationwide Settlement Opioid Money – CAO and Mayor – **now deliberative agenda item 6.2**.

5.4 Champlain St. Park Renovations Construction., Contractor Contract – BPRW – approve and authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$163,844.00 for the Champlain Street Park Renovations Construction project, plus a project contingency of \$19,887.50, for a total authorized expenditure in the amount of \$183,731.75, and to authorize Cindi Wight, Director of

Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office; and 2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$10,000.00 in funds from the Penny for Parks unallocated restricted fund balance to the Champlain St. Park Renovations Project as outlined on the Budget Amendment Request Form.

5.5 Lakewood Cemetery Exterior Restoration – BPRW – approve and authorize the execution of a contract with Farrington Construction Company, for a price not to exceed \$238,976.00, to complete exterior restoration at Lakeview Cemetery, plus a project contingency of \$35,846.00 (total request including contingency not to exceed \$274,882.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

5.6 North Winooski Avenue Project and Community Health Centers Parking – DPW – approve the use of \$15,000 of Councilor Initiative Funds for the Community Health Centers to conduct additional geotechnical study and design work for off-street parking adjacent to their facility and authorize the Director of Public Works to execute an agreement with Community Health Centers to facilitate transfer and terms of acceptance of such funds, subject to review by the City Attorney's Office.

5.7 Acceptance of VTrans Town Highway Class 2 Roadway Program Grant #P02156 for North Avenue Road Surfacing – DPW - Council authorize the Director of Public Works to accept and execute the Town Highway Class 2 Roadway Program Grant #P02156 from the Vermont Agency of Transportation, in an amount up to \$200,000, for the mill and fill of asphalt on North Avenue between Plattsburg Avenue and Staniford Road, where such acceptance includes commitment of local matching funds which equal 20% of the grant award, with such execution of grant documents being subject to the prior review of the City Attorney's Office.

5.8 Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project – DPW - Council authorize the use of \$480,052 in 79 Pine St Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

5.9 Acceptance of Grant Agreement (CA0811) for the Congressionally Directed Spending Church Street Side Street – Cherry St. associated with the BTC Public Improvements Project – DPW – 1. Authorize the Director of Public Works to execute the Cooperative Agreement from the Vermont Agency of Transportation to accept a grant amount of \$12,000,000 for construction of the Church Street Side Street (Cherry) Project, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation, with a local match of \$3,000,000 in City funds (20%), for a total project budget of \$15,000,000, subject to approval by the City Attorney's Office; 2. To approve and recommend that the City Council approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described in the affiliated memorandum and attachments and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments; and 3. To approve and recommend that the City Council approve and authorize the use of the VTrans At-the-Ready process for Professional Design Consultant Procurement.

5.10 Authorization to Amend Project Budget and Execute the Construction Contract for East Avenue Traffic Calming – DPW – 1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds from Transportation Capital as needed to create the Traffic Calming project budget in the amount of \$396,320.10 in accordance with the attached Budget Amendment (Attachment 1) for the East Avenue Traffic Calming Project; and 2. To approve and recommend that the City Council authorize the Director of Public Works to execute a contract with S.D. Ireland Brothers Corp. in an amount up to \$360,291.00, and any necessary future change orders using up to \$36,029.10 (10%) in available contingency funds, for a total authorized amount of \$396,320.10, for the construction of the East Avenue Traffic Calming project, subject to the review and approval of the City Attorney's Office.

5.11 Communication: Juliette N. Rooney-Varga, William Moomaw, and Laura Zakaras, RIST Institute for Sustainability & Energy, re: Is Burning Wood Climate Neutral? – waive the reading and place the communication on file.

5.12 Communication: Jennifer A. Francoeur, re: Management of city funds - waive the reading and place the communication on file.

5.13 Communication: Robert Herendeen, Member, Electric Light Commission, re: Resignation – waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation thanking Robert Herendeen for his time serving as a member of the Electric Light Commission.

5.14 Communication: Jason Wiseberg, Member, Parks and Recreation Commission, re: Resignation - waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation thanking Jason Wiseberg for his time serving as a member of the Parks and Recreation Commission.

5.15 Communication: Jennifer Garvin, re: Crime in Burlington – waive the reading and place the communication on file.

5.16 Communication: Daniel Gaviria, re: Shelter hidden in Callahan Park – waive the reading and place the communication on file.

5.17 Communication: Brad Wiltfong, re: Expand Alternative Transportation Improvements in Burlington – waive the reading and place the communication on file.

5.18 Communication: Pike Porter, re: VTANG Contracts/email - waive the reading and place the communication on file.

5.19 FIO Documents – for information only.

5.20 Ordinance: Model Years for Vehicles for Hire (Councilor Barlow) – suspend the rules, waive the reading, and place in all stages of passage an ordinance relating to model years for vehicle for hire.

5.21 Ordinance: CDO—SETBACKS ZA-23-03 (Planning, Planning Commission) – 1st reading, waive the reading, accept proposed change by staff to remove the language “(2015 IBC)” from line 38 and warn the ordinance for public hearing.

5.22 Ordinance: CDO—STRUCTURES ZA-23-04 Temporary Structures (Planning, Planning Commission) – 1st reading, waive the reading and warn the ordinance for public hearing.

5.23 Ordinance: CDO—Technical Amendments ZA-24-01 (Planning, Planning Commission) – 1st reading, waive the reading and warn the ordinance for public hearing.

5.24 Ordinance: CDO—Rezoning ZA-23-05 168 Archibald Street (Planning, Planning Commission) – 1st reading, waive the reading and warn the ordinance for public hearing.

5.25 Communication: Stephanie Seguino, Member, Police Commission, re: Resignation – waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and second a letter of appreciation to Stephanie Seguino thanking her for her time served as a member of the Police Commission.

MOTION by Councilor Magee, SECOND by Councilor Carpenter, to adopt the consent agenda as amended and take the actions indicated for items 5.1-5.25.

VOTING: unanimous; motion carries.

6. DELIBERATIVE AGENDA

6.1 Joint Committee to review Neighborhood Code Recommendations

Planning Director Tuttle began by noting that the project related to recommendations around neighborhood code’s primary goal is more homes in all of Burlington’s neighborhoods, while recognizing that the City’s neighborhoods all have strong identities, unique patterns, and distinct architectural features. She explained what Middle Housing is (house-scale buildings with multiple units in walkable neighborhoods) and noted that it is missing in most of Burlington. She noted that the joint committee’s goals will also be to identify zoning barriers to middle-housing types, and find opportunities to support more of them.

She outlined the scope of the Joint Committee and how it plans to move forward with its work. She said that it will review and participate in public and stakeholder input related to the development of any draft ordinance, provide feedback to staff and City consultants on proposed middle housing types and standards to regulate them, discuss other related zoning changes to fully implement the proposed middle housing

types (especially where multiple options exist), and provide a recommendation from the full Committee to the City Council (after a public hearing).

City Planner Morgan walked through the proposed schedule for the joint committee and the Neighborhood Code project. She noted introductory meetings in September and October, meetings to develop and review draft ordinance language in October and November, meetings around the adoption process in December and January, including City Council working sessions and public hearings and adoption by the Council. She spoke about ongoing engagement with the public, including stakeholder focus groups, AARP coffee chats, NPA presentations, a public engagement session in November or December, and additional technical assistance.

Councilor Traverse emphasized how this is the most comprehensive way the City can address its housing crisis. He expressed appreciation for efforts to streamline this process while ensuring that public engagement is taking place. He said he is hopeful that the joint committee can arrive at a set of recommendations that it agrees upon, without needing to also have them reviewed by the full Ordinance Committee.

Councilor Hightower asked about the range of middle housing that is being considered, such as townhouses. Planning Director Tuttle replied that they are primarily looking as far as the townhouse level on the spectrum of middle housing, and are exploring whether certain types of housing are more appropriate in the middle of zoning districts and what could be considered more acceptable in corridors running into them. Councilor Hightower also noted that the recommendations may need to go to the Ordinance Committee.

Councilor Carpenter said that the City could do better in figuring out a process for improving how zoning changes are made, and said she hopes that the City can do that within the next year. She suggested looking at how other communities go through zoning changes.

Councilor Shannon said she looks forward to the work, though does not agree with the current structure of having a joint committee of the Planning Commission and Ordinance Committee do it. She acknowledged a desire to streamline the process, though said that the public needs to be given ample opportunity to engage with the discussions. She suggested a process where the Planning Commission and Ordinance Committee review it on separate tracks but that then they come together and merge their discussions. Councilor Dieng agreed with Councilor Shannon's points. Councilor Hightower expressed a high degree of confidence in the joint committee process.

Mayor Weinberger expressed strong support for this work as part of the ten point action plan around housing that was developed in 2021. He said that this is one of the more impactful of the points within that plan.

Planning Director Tuttle noted that there is still a statutory process that needs to be followed related to zoning amendments, including consecutive action by the Planning Commission and the City Council. She noted that this joint committee is the attempt to bring the commissions' work together, rather than having separate processes. She additionally noted efforts to visit each NPA in the fall. She then spoke about how the joint committee's work is intended to be iterative and receptive to feedback.

Councilor Carpenter said that it will be important to clarify that many new state regulations will override local zoning regulations, and that increased density in certain zoning districts will be allowed.

MOTION by Councilor Traverse, SECOND by Councilor Magee, to waive the reading, accept the communication, and place it on file.

VOTING: unanimous; motion carries.

6.2 Update on Initial Receipt and Obligations of Nationwide Settlement Opioid Money – CAO and Mayor (**was Consent Agenda item 5.3**) Councilor Grant said that the Public Safety Committee has been discussing steps that the Council and City residents need to take to communicate more about the drug crisis in the City, noting that one area for improvement is communication. She said that it is important to bring to the public any actions being taken at the City or state level to combat the opioid epidemic and drug crisis, hence why she wanted to discuss this item.

Mayor Weinberger spoke about this item, noting that it provides an update on where the City stands on collecting funding from a variety of opioid-related lawsuits. He said that the City has received \$220,651 in opioid settlement money to date, and anticipates an additional \$182,598 to be received in FY24. He said that this item also requests making a further commitment of \$75,000 dollars to the Vermonters for Criminal Justice Reform (VCJR), and spoke about the importance of this program and the services it provides to individuals. He also spoke about the much larger pot of money that the State is receiving related to opioid settlements (approximately \$23 million), though it has not yet been directed to specific programs. He said it is disappointing that the funding at the State level is languishing, given the urgent and immediate crisis occurring in communities around the State.

Councilor Shannon asked how the settlement funding to VCJR will benefit the community of Burlington. Mayor Weinberger noted that the office itself is in Burlington and that it serves largely the residents of Chittenden County (and the majority of those live in Burlington). He said that the program links people to traditional forms of opioid treatment as well as providing contingency management treatment for stimulant users. He noted significant early data that suggests that this is a promising program. He noted that overdose deaths in Chittenden County are significantly lower than in other parts of the State, likely related to the infrastructure the county has built for opioid use treatment.

Councilor Magee spoke about how the opioid epidemic has impacted the Burlington community, noting that how the opioid overdoses in 2023 have already surpassed those in 2022. He emphasized the importance of harm reduction in curbing deaths related to the opioid epidemic, and spoke in support of the allocation of funding for VCJR. He said that the City should focus on evidence-based, people-oriented solutions and policies. He urged the legislature to work on policies to allow overdose prevention centers as a form of harm reduction.

Councilor Grant spoke with frustration about the lack of movement on the opioid crisis, saying that the funding needs to keep flowing to provide support in the fight against the opioid crisis. She also spoke about the importance of communication about funding and how it is being used to the Burlington community.

MOTION by Councilor Grant, SECOND by Councilor Magee, to 1. Authorize and approve moving all opioid settlement agreement money received to date and all forthcoming into assigned fund balance labeled 'Opioid Money' to be spent only as directed by such agreements, and to further authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds to complete such allocation; and 2. Agree and recommend to the City Council that it authorize and approve earmarking and expenditure of \$75,000 of opioid settlement agreement money to support VCJR, and further authorize the Chief Administrative Officer or designee to execute an agreement and all other necessary documents to memorialize such expenditure, subject to any necessary review by the City Attorney's Office.

VOTING: unanimous; motion carries.

7. COMMITTEE REPORTS

7.1. Verbal reports

Councilor Traverse said that the Ordinance Committee and Charter Change Committee have four meetings scheduled over the next month to discuss community oversight of the police. He said that they will discuss potential proposals (or charter changes) to bring back to the Council for its consideration later in the fall.

Councilor Grant said that the Public Safety Committee will be working on a resolution to bring to the Council at its next meeting. City Council President Paul noted that the next public Safety Committee meeting will be scheduled for some time next week to discuss this resolution.

8. CITY COUNCIL – GENERAL AFFAIRS

8.1. Verbal reports

Councilor Shannon spoke about the discussion at the City Council's last meeting. She noted that members of the public had asked the City Council how it will keep the public safe during City Council meetings, which she feels is a fair question. She noted that the meeting had certain elements of physicality, which may be occurring in an absence of a sense of order in the room. She said that in terms of the subject of the discussion, she said she felt that the subject of the report (overspending by a City department) was not discussed because the Council did not feel comfortable discussing it. She said that the Council needs to be able to conduct the business of the City and it needs to feel safe enough to do so. She said that public forum is intended to be for members of the public to address items on the City Council's agenda, though the Council has not to date limited the subject of public forum to just those items.

Councilor Grant said that at the last meeting, the discussion centered around both the report and around the larger issue of racism. She said that the way the City approached looking into the conduct of the department in question was problematic, because it implied wrongdoing before the report was even issued.

Councilor Hightower spoke about several items of concern at the prior City Council meeting. She said that it's problematic to associated someone with an event that they did not manage and make them a scapegoat for any of the problems that occurred after their departure. She said it was also problematic that the individual was continually discussed negatively, even after the report demonstrated that there was no wrongdoing, though she noted that the report itself was not as clear as it could have been on this point. She further said that the public speaker who was cut off at the previous meeting should not have been cut off and should be given an apology. She said that the people who used the term "racist" used it very thoughtfully at the last meeting and that when an employee is treated differently than all other employees and the only reason for that is due to their advocacy is problematic. She said that there have been many contentious meetings of this body, but that the feelings of fear at meetings were never as prominent as they were at the Council's August meeting.

9. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

9.1. Verbal reports

None at this time.

10. MAYOR – GENERAL AFFAIRS

10.1. Verbal reports

Mayor Weinberger spoke about the 22nd anniversary of September 11, 2001. He noted that as an act of honor and commemoration, 15 members of the Fire Department hiked up Mount Philo twice in full gear, as that is the approximately the amount of vertical distance of the Twin Towers.

Mayor Weinberger also noted that Burlington hosted a Pride festival this past Sunday, which was a success, and also held its 31st Art Hop.

Mayor Weinberger said that the Moran Frame will host a event on September 29th for an art installation. He noted that the City has also begun Phase 2 of the Moran Frame project. He noted that the public will be able to give input to the City's design team on that second phase on Wednesday the 13th of September, to be held at the Moran Frame from 5:30-7:00 PM.

Mayor Weinberger finally spoke about the City's efforts to rebuild its Police Department. He noted that there are 5 recruits currently at the Academy and that there have been 2 lateral transfers from other police departments. He also noted recruitment activities for positions within BTV CARES. He noted that they are close to hiring a director for the CAIP program, as well.

11. ADJOURNMENT

11.1 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor Barlow, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 8:35 PM.

RScty: AACoonradt

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
September 18, 2023
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Sarah E Carpenter
Zoraya Hightower
Mark Barlow
Joe Magee
Ben Traverse
Timothy Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jordan Redell
Jared Pellerin
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 6:43 PM.

MOTION by Councilor Traverse, SECOND by Councilor Magee, to adopt the agenda.

VOTING: unanimous; motion carries.

2. COMMUNICATION: LITIGATION UPDATE (VERBAL) **EXPECTED EXECUTIVE SESSION 6:45 PM – 7:15 PM**

2.1 Communication: Litigation Update (verbal) **expected executive session**

MOTION by Councilor Traverse, SECOND by Councilor King, to find that premature general public knowledge of legal advice and information concerning the details of probable and pending litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage.

VOTING: unanimous; motion carries.

MOTION by Councilor Traverse, SECOND by Councilor King, that based upon that finding, the City Council go into executive session to receive confidential attorney-client communications, per 1 VSA §313(a)(1)(F), in a pending or probable civil litigation matter, per 1 VSA §313(a)(1)(E).

VOTING: unanimous; motion carries.

3. PUBLIC FORUM: **TIME CERTAIN – 7:30 PM**

3.1 Verbal Comments

Forum opened at 7:52 PM.

COMMENTS:

Burlington residents (in person):

- Curt McCormack spoke about engine idling and how it has become epidemic in Burlington, though there is a City ordinance and State law prohibiting engine idling. He asked that the Police Department inform motorists of the law against engine idling.
- Jadah Bearden spoke in response to comments made by a City Councilor at last week's Council meeting, citing hypocrisy and racism.

Burlington residents (via Zoom):

- Peter Duval spoke about the McNeil Plant, noting that its owners met on September 11 and discussed their financial earnings, which he said were disappointing. He said that energy efficiency funds have been misspent pursuing the District Energy Plan.

Forum closed at 8:09 PM.

4. CLIMATE EMERGENCY REPORTS

4.1 Climate Emergency Reports

Mayor Weinberger noted that this Saturday will be the second annual Net Zero Energy Festival, hosted in downtown Burlington by the Burlington Electric Department.

Mayor Weinberger also noted that there will be a panel discussion and film screening on Wednesday evening (September 20) at Main Street Landing pertaining to Burlington's net zero energy activities and goals.

5. CONSENT AGENDA

5.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

5.2 Communications: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.

5.3 Communication: C/T Office, re: Opening Burlington City Commissions/Boards – waive the reading, accept the communication, and place it on file.

5.4 Program Year 2022 Consolidated Annual Performance & Evaluation Report Draft – CEDO - waive the reading, accept the communication, and place it on file.

5.5 Authorization to Execute Lease Amendment No. 2 to the General Services Administration (GSA) Lease – Airport – approve that the Mayor of Burlington, Miro Weinberger, be authorized to execute Amendment No. 2 to the Lease Agreement with the U.S. General Services Administration, subject to the final review and approval by the Office of the City Attorney.

5.6 Request to Execute a Grant of Easement to Champlain Water District (CWD) for the Design, Installation, and Service of a new Valve Vault on National Guard Road – Airport – approve and authorize Mayor Miro Weinberger to execute a Grant of Easement to the Champlain Water District for the design, construction, and service of a new valve vault on National Guard Avenue, subject to review by the City Attorney’s Office.

5.7 National Endowment for the Humanities Challenge Infrastructure Capacity Building Grant – Library – 1. Move to authorize the Director of the Fletcher Free Library to execute the Award Agreement with NEH to accept a grant amount of \$245,425.00.00, with project costs to be paid upfront by the City of Burlington and then reimbursed by NEH, including a local match of \$736,275.00 in City funds, for a total project budget of \$981,700.00; subject to final review and approval by the City Attorney’s Office and Chief Administrative Officer; and 2. Move to accept the recommendation of the City’s Capital Committee and approve the creation of the Fletcher Free Library project budget for Fiscal Year 2024, for use of Capital Funds as described in the affiliated memorandum and related attachments, and subject to the review and approval of the Chief Administrative Officer.

5.8 Execute a Contract Amendment with Engineers Construction, Inc. (ECI) for the Design-Build services for the Flynn Avenue Sewage Forcemain Rehabilitation – DPW/Water Resources – approve and retroactively authorize and ratify the Director of Public Works’ execution of a contract amendment with Engineer’s Construction, Inc. for the Design-Build services for the Flynn Avenue Sewage Forcemain Rehabilitation increasing the maximum limiting amount of the agreement by \$4,213 for a total authorized expenditure not to exceed \$192,525, subject to the review and approval of the City Attorney’s Office.

5.9 Old North End Greenway Construction Grant Project Commitments Form – DPW - authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for the Old North End Greenway construction, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000 in furtherance of accepting a reimbursable grant amount up to \$75,000, subject to approval by the City Attorney’s Office.

5.10 Authorization to Execute the Design Contract for the Queen City Park Road (QCPR) Sidepath – DPW – 1. To authorize the Director of Public Works to execute a contract, subject to City Attorney approval with Hoyle Tanner & Associate Inc. in an amount not to exceed \$214,245, and further authorize the Director of Public Works to execute any necessary future amendments using up to \$21,000 (10%) in available contingency funds, for a total authorized amount of \$235,245 for the development of the design of the QCPR Sidepath project, subject to the review and approval of the City Attorney’s Office; and 2. To approve and authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the sources identified in the attached budget amendment form to amend the project budget to total \$1,035,000 for the Queen City Park Road Sidepath Project.

5.11 Resolution: Allocation of Bond Proceeds for Public Improvements – Rock Point Bridge Project (Board of Finance) – waive the reading and adopt the resolution.

5.12 Rock Point Bridge – Authorization to Award Construction Contract and Proposed Budget Amendment – DPW – 1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to amend the project budget to total \$1,219,128.51 as detailed in Attachment B for the Rock Point Bridge Replacement Project; and 2. To authorize the Director of Parks, Recreation and Waterfront (BPRW), or their designee, to execute a construction contract with Desroches Construction Services in the amount of 984,131.00, and to further authorize the use of an additional \$98,413.00 in contingency funds (10%), for a total authorized expenditure in the amount of \$1,082,544.00.

5.13 Reclassification of two (2) Clerk Treasurer’s positions and not filling of one (1) position – CT/HR – approve the modification, retitle, and reclassification of the Director of Financial Operations, a regular service, fulltime, exempt, non-union position with a market factor range of

\$118,055.69 to \$165,325.93 to Director of Finance, a regular service, full-time, exempt, non-union position with a market factor range of \$127,900 to \$191,900; and Modification, retitle, and reclassification of the Banking & Cash Operations Manager, a regular service, full-time, exempt, non-union Grade 21 to Assistant Director of Finance, a regular service, full-time, exempt, non-union Grade 23.

5.14 Approval of Marina Slip and Mooring Fees – BPRW – approve the 2024 Marina fees as set by the Harbor Commission during its September 12, 2023 meeting, subject to review by the City Attorney’s Office.

5.15 195-201 Flynn Avenue 2019 Third MOU Extension – DPW – move to approve a one-year, term-only, no cost extension of the Second 2019 Chittenden Solid Waste District – City of Burlington Memorandum of Understanding through September 30, 2024, and authorize the Mayor to execute said agreement subject to the review and approval of the City Attorney’s Office.

MOTION by Councilor Traverse, SECOND by Councilor King, to adopt the consent agenda as amended and take the actions indicated for items 5.1-5.15.

VOTING: unanimous; motion carries.

6. DELIBERATIVE AGENDA

6.1 FY23 Fiscal Health Report – CAO

Mayor Weinberger began by noting that this fiscal health report was initially requested when the City approved a short-term stability bond a number of years ago, and has been used over the years to update the City Council and public on the City’s fiscal health and credit standing. He provided a review of the City’s credit rating and the methodology used (Moody’s), noting that a City’s credit rating has an impact on the cost of borrowing. He noted that the City was downgraded in 2012 to Baa3 (the edge of junk bond status), which was a wakeup call and precluded the seeking of the fiscal stability bond in that year. He noted that the City was subsequently upgraded to an Aa3 rating in 2019. He noted that in August of 2023, Moody’s published its credit opinion of the City, noting that its financial position is stable with sound reserves and liquidity, and is likely to remain stable over the next few years due to conservative budgeting and prudent revenue increases.

Mayor Weinberger spoke about the impact of the credit upgrades for the City. He said that because the City’s credit was upgraded, its \$130 million in bonds issued for the Burlington High School/Burlington Technical College (BHS/BTC) project were obtained at an interest rate of 3.84%. He said that had the City had its previous credit rating, it would have been issued the bonds at a higher interest rate of 5.31%. He noted that this lower interest rate is saving the City approximately \$20.5 million in present value savings. He noted that current dollar savings for other bonds that have been issued is approximately \$24 million.

Mayor Weinberger spoke about the drivers of Burlington’s positive credit score ratings and increases. He said that one of these has been the improvement to the City’s Unassigned Fund Balance (UAFB), or rainy day fund. He said that the UAFB has remained well within the target range of 5-15% of the General Fund budget’s operational costs.

Councilor Shannon asked how the bond rates work with the borrowing, saying that the City typically does not borrow the entire bond amount at a single time. She asked if there are outstanding amounts that need to be borrowed that aren’t locked in. Mayor Weinberger replied that the \$130 million for the BHS/BTC project was the entirety of the bonding amount. Chief Administrative Officer Schad noted that \$40 million of that was refinanced, and there is no outstanding bonding on the school side or the City side.

Councilor Grant expressed concern about the amount of obligation to the school district the City has made, while having its own deferred maintenance that will need addressing in the next several years. She said that the next option for financing that is through property taxes, and noted that the City hasn’t had conversations about property tax reform yet.

Mayor Weinberger agreed with Councilor Grant, saying that it will be challenging not to pursue unplanned borrowing given the capital investments needed in the future, though the City has made significant investments in its infrastructure in the last several years. He noted that there has been some capital assistance from the federal government through ARPA and other investments, so the City has some funding available.

MOTION by Councilor Grant, SECOND by Councilor Traverse, to waive the reading, accept the report, and place it on file.

DISCUSSION:

- **Councilor Dieng asked if Moody's would come to City Council meetings to present these results and speak to their credit rating and feedback. Mayor Weinberger replied that Moody's wouldn't necessarily come before the Council, but that the City has a bond consultant who has spoken about this topic in the past to the Council.**

VOTING: unanimous; motion carries.

7. COMMITTEE REPORTS

7.1. Verbal reports

Councilor Grant noted that the Public Safety Committee has started discussions about a resolution related to the overdose crisis, and the resolution would ensure that the opioid crisis is a standing agenda item for City Council meetings. She said that this would present an opportunity to provide communication in a coordinated way, including the sharing of data and updates about funding that could be available to help deal with the crisis.

Councilor Barlow said that the Transportation, Energy, and Utilities Committee is meeting on September 26 at 4:30 or 5:00, and the agenda items include proposed language for a survey for the North Winooski Avenue corridor stakeholders and reviewing a solar ordinance that South Burlington recently passed.

Councilor Dieng said that the Racial Equity, Inclusion, and Belonging Committee is meeting on September 19 at 5:30 to discuss updates from the Reparations Task Force, and a presentation.

Councilor Hightower said that the CDNR Committee is meeting on September 19 and will be discussing NPA support, a public hearing on CEDO's annual evaluation report, and receiving an update on homeless initiatives from CEDO.

8. CITY COUNCIL – GENERAL AFFAIRS

8.1. Verbal reports

Councilor Shannon spoke to the resolution from the Public Safety Committee, noting that she hopes that the public safety aspect of the resolution is brought back into it before it comes before the Council, noting that since its origination, the resolution has become more focused on public health. She acknowledged that the City is in a public health crisis, but said that it is also in a public safety crisis, and that residents do not feel safe. She cited chronic theft and discarded syringes all over the City, and she said she hopes the Public Safety Committee will take that to heart. Councilor Grant said that the resolution will contain both public health and public safety aspects. She said that it will be important for people to understand what the police can and cannot do related to addressing public safety.

9. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

9.1. Verbal reports
None.

10. MAYOR – GENERAL AFFAIRS

10.1. Verbal reports

Mayor Weinberger spoke about the reopening of the Community Resource Center on Thursday, September 21, 2023, and services will resume at the site at that time. He also spoke about how CEDO has taken over the property on Shelburne Road (Anew Place), and that it will move to a more Elmwood Emergency Community Shelter model of service delivery. He noted that the City is in conversations with the State to understand what kind of shelter program they intend to run to ensure that there are no gaps in services.

11. ADJOURNMENT

11.1 Motion to Adjourn

MOTION by Councilor Barlow, SECOND by Councilor Grant, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 9:01 PM.

RScty: AACoonradt



PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: October 10, 2023

SUBJECT: Request to Execute a Contract Amendment with Jacobs Engineering Group, Inc for the completion of Design, Permitting, Construction Contractor Coordination and Construction Oversight Services for the North Concourse Replacement Project (Project NEXT).

REQUEST

The Patrick Leahy Burlington International Airport ("Leahy BTV") seeks approval and authorization:

1. To execute a contract amendment with Jacobs Engineering Group Inc. (JEG) from \$1,044,430 for the initial 30% design adding \$3,480,858 to a total contract amount of \$4,525,288.00 for completion of Final Design, Permitting, Construction Contractor Coordination and Construction Oversight Services for the North Concourse Replacement Project (NEXT).

EXECUTIVE SUMMARY

On October 4, 2022, The Airport Commission reviewed a contract with Jacobs Engineering for the initial design work associated with Project Next, the new North Concourse wing of the airport. This was subsequently approved and authorized by City Council on October 17, 2022. The initial scope of work included up to 30% design and preparation of bid documents for a Construction Manager at Risk (CMAR) contract. We have since designed approx. 30% of the project as discussed at past Commission meetings and have bid the project out as a CMAR contract. The Airport will bring forward a construction contract authorization at subsequent meetings. The project consists of the final design, permitting,

Construction Contractor coordination, and construction oversight for demolition and removal of the existing outdated north concourse and the new north terminal concourse, Project Next. The outdated area would then be used for airport apron, allowing additional space between the terminal building and Taxiway Alpha. Currently the dimensions of this apron between building and active taxiways is far too small to allow the appropriate sized aircraft to park, resulting in unusable gate/apron space for the majority of the commercial aircraft utilized by our partner airlines requiring access.

The North Concourse Replacement Project (Project NEXT) includes new concourse replacement (approximately 25,000 SF of new gross floor area on the second level, with the first level available for storage); four (4) new aircraft gate replacements; four (4) new passenger boarding bridge replacements, new passenger circulation and hold room space. Also, included is a third floor where the Airport Administration will be relocated due to the new passenger circulation plan within the existing terminal. Also, an observation area is being considered as part of the third floor. Part of the sustainable design of the building components is consideration of embodied carbon. This includes the potential use of a mass timber structure. Also, we are considering the installation of geothermal for heating and cooling, and heat pumps.

Once the maximum guaranteed construction price is established and agreement is reached with the CMAR, the Airport will be back to the City Council for approval of the construction contract.

BENEFITS ANTICIPATED:

This upgrade will provide the much needed shift to the new north concourse. This will provide a significant level of comfort and safety where passengers have adequate room to wait for the flight. The interior of the new building will be designed according to FAA standards and provide the space needed for passenger quantities, which currently does not exist, for all of the aircraft sizes that use Leahy BTV.

This project includes the demolition of the existing North Concourse, which causes encroachment on the Taxiway A Object Free Area when aircraft are maneuvering into and out of their gate positions. The Terminal expansion will be located 150'+ farther from Taxiway A, thus improving airfield safety.

PROJECT APPROACH

JEG was selected to provide the engineering design and bidding services through the Airport's qualification selection process meeting requirements by the FAA for this project. This price is determined through an extensive pricing process established by the FAA for all Airport Improvement Program (AIP) grant funded

projects.

FUNDING SOURCES &

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2023 Congressional Directed Spending Bill appropriation which provides 90% funding once the project is bid and grant offer received. The remaining 10% is the local share. The airport included an estimate for design work in the FY24 approved budget. The construction oversight portion will be included in the FY 25 budget.

PROPOSED MOTION:

Board of Finance

1. "To approve and recommend to the City Council that the Director of Aviation be authorized to execute an amended contract with Jacobs Engineering Group Inc. for an amount up to \$4,525,288.00, with a 15% contingency, totaling up to \$5,204,081, as allowed under a potential FAA grant, for the final design, permitting, CMAR coordination and construction oversight services of the North Concourse Replacement Project (Project NEXT), subject to review and approval of the City Attorney's Office."

City Council

1. "To approve and authorize the Director of Aviation to execute an amended contract with Jacobs Engineering Group Inc. for an amount up to \$4,525,288.00, with a 15% contingency, totaling up to \$5,204,081, as allowed under a potential FAA grant, for the final design, permitting, CMAR coordination and construction oversight services of the North Concourse Replacement Project (Project NEXT), subject to review and approval of the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon
 Request to execute a contract amendment with Jacobs Engineering Group, Inc. for completion of Design, Permitting, and Construction Coordination and Project oversight for North Concourse Replacement Project (Project NEXT).
 Title/Subject: _____

	Approval:	Meeting Date:
☒	Board of Finance	10/16/23
☒	City Council	10/23/23
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/29/2023	N. Longo
Mayor's Office informed and approved memo	Yes	10/12/2023	S. Sheehan
Board/Commission, if required	Yes	10/4/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/12/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	10/10/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

Patrick Leahy Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: October 16, 2023

SUBJECT: Request to Execute a Five Year Contract with Casella Waste Systems, Inc. for Resource Recovery Services - Waste, Recycling and Compost Removal Services

REQUEST

The Patrick Leahy Burlington International Airport ("Leahy BTV") seeks approval and authorization:

1. To execute a five year contract with Casella Waste Systems, Inc. for Resource Recovery Services which includes Receptacle Supply, Training, Waste, Recycling and Compost Removal Services.

EXECUTIVE SUMMARY

The services to be performed by Contractor includes receptacle supply, recycling/waste training services, and recycling, waste and compost removal. Specifically, the contract includes:

- a. Furnishing and installation of two 35 cubic yard trash compactors at the Airport suitable for containment and compaction of waste generated at the Airport;
- b. Removal and disposal of waste from the Airport on a regular basis to insure that capacity of the compactors will not be exceeded or at such times as the

- capacity gauge (and warning light) indicates that the compactor is over 90% filled;
- c. Maintain and repair the waste compactor to the satisfaction of the Director of Aviation, including but not limited to ensuring that the trash compactor is at all times free from leaks and odors and operating in a safe condition;
 - d. Furnishing enclosed recycling container(s), suitably equipped for the collection of corrugated cardboard, white paper, newspapers, cans, bottles, plastics and other recyclables;
 - e. Removal and reprocessing of recyclables placed in containers outlined in above on a set schedule or "as needed" basis to be determined depending on amount of materials that are recycled;
 - f. Furnishing container(s), suitably equipped for the collection of compost, oil and grease;
 - g. Removal and the proper reprocessing of compost, oil and grease;
 - h. Working with the airport, and the airport's tenants, on ways to reduce waste and increase products that can be recycled. To include the appropriate training at a minimum of once per year and on an as needed basis;
 - i. Supply of new resource recovery receptacles with appropriate markings at the airport.

PROJECT APPROACH

On June 16, 2023, Leahy BTV advertised a Request for Proposals (RFP) to provide these services for the next 5 years. A pre-proposal meeting was held on June 29, 2023 for venders wanting to provide these services. Proposals were due on July 28, 2023 by 10:00 AM. After thorough review and analysis of the proposal by Casella, which was the only proposal, it was determined based on scope of services, experience and cost that Casella was the preferred vendor. Total cost of this service will be based on volumes of materials processed with an annual cost increase of 3% starting in year 2. Last year's costs were approximately \$50,000.

FUNDING & BUDGET

The Airport's Fiscal Year 2024 budget already includes an amount for FY 2024 resource recovery contract services. Each subsequent budget will appropriate funds to cover this essential service.

PROPOSED MOTION:

Board of Finance

1. "To approve and recommend to the City Council that the Director of Aviation be authorized to execute a five year contract with Casella Waste Systems, Inc. for Resource Recovery Services which includes Receptacle and Container Supply, Training, Waste, Recycling and Compost Removal Services subject to the review of the City Attorney's Office."

City Council

1. "To approve and authorize the Director of Aviation to execute a five year contract with Casella Waste Systems, Inc. for Resource Recovery Services which includes Receptacle and Container Supply, Training, Waste, Recycling and Compost Removal Services subject to the review of the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
Request to execute a contract with Casella Waste Systems Inc. for Resource Recovery
Title/Subject: Services

	Approval:	Meeting Date:
☒	Board of Finance	10/16/23
☒	City Council	10/23/23
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/29/2023	N. Longo
Mayor's Office informed and approved memo	Yes	10/12/2023	S. Sheehan
Board/Commission, if required	Yes	10/4/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/12/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	10/10/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



To: Board of Finance and City Council

From: Kara Alnasrawi, Director of Business and Workforce Development and Doreen Kraft,
Executive Director of Burlington City Arts

Date: October 16, 2023/October 23, 2023

Subject: Approval of ARPA Community Infrastructure Grant agreement with the Burlington
City Arts Foundation

On May 1, 2023, the City Council approved the use of \$2 million of ARPA funds for a number of Community Infrastructure projects throughout the city that would improve existing or build new community spaces, and this includes the renovation of 405 Pine Street in the South End in the amount of \$500,000. The renovation of 405 Pine Street is being undertaken by the Burlington City Arts Foundation. In order to comply with accounting best practices, we are seeking approval of a grant agreement with the Burlington City Arts Foundation for this purpose.

Motions

Board of Finance Motion:

To approve and recommend that City Council approve an ARPA Community Infrastructure Project Grant paid from the City of Burlington to the Burlington City Arts Foundation in the amount of \$500,000, and authorize the Director of Burlington City Arts to execute a grant agreement memorializing the same, subject to review by the City Attorney's Office.

City Council Motion:

To approve an ARPA Community Infrastructure Project Grant paid from the City of Burlington to the Burlington City Arts Foundation in the amount of \$500,000, and authorize the Director of Burlington City Arts to execute a grant agreement memorializing the same, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Burlington City Arts Submitter: Doreen Kraft
 Approval of ARPA Community Infrastructure Grant agreement with the Burlington
 Title/Subject: City Arts Foundation

	Approval:	Meeting Date:
☒	Board of Finance	10/16/2023
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/6/2023	Doreen Kraft
Mayor's Office informed and approved memo	Yes	10/11/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	10/11/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/11/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	10/10/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

TO: Burlington Board of Finance & City Council

FROM: Brian Pine, CEDO Director

CC: Katherine Schad, Chief Administrative Officer
Jared Pellerin, Acting City Attorney
Samantha Dunn, CEDO

RE: **Amendment to Ground Lease Agreement between the City of Burlington and the Champlain Community Sailing Center, Inc.**

DATE: October 16, 2023

Request:

This memo requests the Board of Finance to approve the enclosed resolution and recommend the City Council to approve and authorize the same. The resolution is to amend the Ground Lease agreement between the City of Burlington and Lake Champlain Community Sailing Center, Inc. (CSC) for the following purposes:

- Increase the amount of *Community Service Credit* available to the CSC at the time of the Base Rent increase; and
- Memorialize general public access to portions of the facility.

Background:

Community Service Credit

In March of 2016, the City and the CSC entered into a Development agreement and ground lease for the development and operation of an educational and recreational waterfront center on City-owned land at 505 Lake Street. The Ground Lease is the subject of this amendment request.

As part of Ground Lease, the Base Rent paid to the City by Sailing Center shall be adjusted on an annual basis based upon the level of community service provided by the Sailing Center in the previous year (the Community Service Credit). The Community Service Credit shall provide the Sailing Center with a direct (dollar for dollar) credit of up to \$40,000 toward the annual Base Rent for direct costs specifically associated with providing scholarships or subsidies to non-profit

organizations, primary and secondary schools or individuals for Sailing Center mission based programs, and activities.

Per the Ground Lease, the Base Rent will increase from \$50,000 to \$60,000 in 2024. The proposed amendment would also increase the amount of Community Service Credit available to the CSC at the same time, providing one dollar of credit for every two dollars of scholarship offered up to an additional ten thousand dollars of credit against the annual Base Rent for a possible total of \$50,000 in Community Service Credit. If the CSC maximizes the Community Service Credit, they will make an annual Base Rent payment to the City of \$10,000. (In addition to the Base Rent, the CSC pays a Percentage Rent annually based on the gross revenue for certain activities as detailed in the Ground Lease.)

The CSC provides education and access to Lake Champlain to thousands of Burlington residents (and others) annually through a wide range of educational and recreational programs available to everyone regardless of age, gender, race, physical ability, or the means to pay. In 2022, the CSC provided over \$90,000 in scholarships through its Floating Classrooms, Leader Ship Program, Adaptive Watersports Program, and Summer Camp & Adult Program Scholarships - this is more than double the scholarships provided in previous years. This lease amendment will allow the CSC to maintain the level of base rent as it continues to expand the level of scholarship provided. This lease amendment will allow the CSC to maintain the level of Base Rent as it continues to expand the level of scholarship provided.

General Public Access

The second component of the lease amendment, memorializes general public access to the restrooms at the CSC whenever the facility is open (the CSC allowed general public access to the restrooms this summer as a condition of federal funding received for their waterfront improvements slated to be begin construction this fall). In addition to access to the restrooms, the lease ensures general public access to, and use of, the new, sloped ramp, being installed as part of the waterfront improvements.

Attachments:

- Ground Lease Agreement between the City of Burlington and Lake Champlain Community Sailing Center, Inc. (Executed 2016, Amended 2018)
- Amendment B to Ground Lease Agreement between the City of Burlington and Lake Champlain Community Sailing Center, Inc.

Resolutions:**Board of Finance Motion:**

Move to approve and recommend that the City Council approve and authorize the Mayor to execute “Amendment B” to the Ground Lease Agreement between the City of Burlington and the Lake Champlain Community Sailing Center, Inc., in order to adjust the allowable amount of Community Service Credit and include provisions related to public access, upon final review by the City Attorney’s Office.

City Council Motion:

Move to approve and authorize the Mayor to execute “Amendment B” to the Ground Lease Agreement between the City of Burlington and the Lake Champlain Community Sailing Center, Inc., in order to adjust the allowable amount of Community Service Credit and include provisions related to public access, upon final review by the City Attorney’s Office.

-

GROUND LEASE AGREEMENT BETWEEN THE CITY OF BURLINGTON
AND LAKE CHAMPLAIN COMMUNITY SAILING CENTER, INC.

March 21, 2016

2
GROUND LEASE

This Lease is between THE CITY OF BURLINGTON, VERMONT, a municipal corporation (sometimes referred to as the "City" or "Lessor") and LAKE CHAMPLAIN COMMUNITY SAILING CENTER, INC., with a principal place of business in Burlington, Vermont (sometimes referred to as the "Sailing Center" or "Lessee"). The Sailing Center and the City may sometimes be referred to collectively as the "Parties."

The City is the owner of real estate located on the City of Burlington, Lake Champlain Waterfront and the Sailing Center desires to lease a certain parcel on the waterfront for use as an educational and recreational community waterfront center, all as more particularly set forth in this Ground Lease (sometimes referred to as "Lease").

In consideration of the mutual promises contained in this Lease and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
Property

1.1 **Leased Property.** Upon the terms and conditions set forth in this Lease and in consideration of the payment of the rents and the prompt performance by the Sailing Center of the covenants and agreements herein, to be kept and performed by the Sailing Center, the City does hereby lease, let, and demise to the Sailing Center and the Sailing Center hereby leases from the City, the following described premises, situate, lying and being in the City of Burlington, County of Chittenden and State of Vermont (sometimes referred to as the "Property"):

The property is depicted in Exhibit A attached to this Lease and incorporated by reference. The Property includes any improvements permanently affixed to the real estate that merge into and become part of the real estate, regardless of when constructed or installed during the term of this Lease and includes fixtures subject to the rights of the Sailing Center in fixtures. The Parties agree that subsequent to execution of this Lease, they will perform or update a boundary survey of the Property, which will be recorded in the Burlington land records, and will control the boundary description of the Property.

This Ground Lease is made subject to:

1.1.1 Easements, rights of way, conditions, restrictions and limitations, if any, now appearing in the City of Burlington land records;

1.1.2 Real property rights reserved to the City described in the Memorandum of Understanding dated August 19, 2014, including a right of way for a public promenade;

1.1.3 All rights of way and easements reasonable and necessary to complete the Waterfront Access North Project, which do not unreasonably interfere with the operation of the Sailing Center;

1.1.4 The Sailing Center's public access obligations for the development and operation of the Sailing Center, including any conservation easement requirements under any agreement to which the City is a party or required by any local state or federal agencies or regulatory bodies with respect to public access, stormwater mitigation, shoreline erosion mitigation or similar waterfront issues.

1.1.5 The Public Trust Doctrine as more fully described in *State v. Central Vermont Railway*; 571 A.2d 1128 (1989) and codified in the City of Burlington Zoning Ordinance Article 4.4.1. Nothing in this Lease shall be construed to be in conflict with the requirements of the Public Trust Doctrine;

1.1.6 Zoning ordinances and land use regulations of the City of Burlington, County of Chittenden, and State of Vermont, and of any other governmental body now existing or which may hereafter exist by reason of any legal authority during the life of this Lease;

1.1.7 The proper performance by the Sailing Center of all of the terms and conditions contained in this Lease; and

1.1.8 The City's prior written approval of any structures to be placed on the Property.

ARTICLE II

Term

2.1 Construction Term. There shall be an initial Construction Term to commence on April 1, 2016 which shall end the earlier of twenty-four (24) months from the date of commencement (March 31, 2018) or the date on which the Sailing Center is issued a Certificate of Occupancy for the Property.

2.2 Operations Term. The initial Operations Term shall commence immediately following termination of the Construction Term and last for thirty (30) years.

2.3 Renewal Operations Term. The Lease shall automatically renew at the end of the Initial Operations Term for a second thirty (30) year term unless either Party gives six (6) months written notice of non-renewal to the other Party, but only if

the Sailing Center is not in breach of any of the covenants, warranties, terms, and conditions of this Lease.

2.4 Possession. The Sailing Center shall have and is entitled to exclusive possession of the Property subject only to the rights of the City to enter the Property from time to time, the rights reserved by the City, the rights of the City and others identified in the Property Description, and the rights of the City and others shown on a survey of record in the Burlington land records. The rights of the City and others include, but are not limited to, the Vermont Housing and Conservation Board Grant of Development Rights and Conservation Restrictions for the Urban Reserve recorded in the City of Burlington Land Records at Vol. 456 pages 509-520.

ARTICLE III Rent

3.1 Construction Term Rent. For so long as the Sailing Center complies with all terms and conditions of this Lease applicable to the Construction Term, including, but not limited to, payment of all required costs and fees, there shall be no other rent during the Construction Term.

3.2 Operations Term Annual Base Rent and Adjustments.

3.2.1 Base Rent. The Sailing Center shall pay Burlington an Annual Base Rent as follows:

- There shall be a Base Rent of \$50,000 for years one through five of the Operational Term, provided the gross revenues of the Sailing Center do not exceed \$1,250,000. In the event that the Sailing Center revenues exceed \$1,250,000, the Base Rent shall be \$60,000 for the following year and every year thereafter until year 30.
- For year six through thirty of the Operational Term, base rent shall be \$60,000 with adjustment based on the Consumer Price Index (CPI) compounded annually for the duration of the tenancy.

3.2.2 Consumer Price Index Adjustment. The Base Rent shall be adjusted annually, beginning January 1 of the calendar year immediately after the commencement of the Initial Operations Term and continuing until this Lease terminates, based on the United States Department of Labor, Bureau of Labor Statistics, CPI-U for the Northeast Census Region Consumer Price Index. In the event the CPI-U is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor and Statistics of the United States Department of Labor shall be used for making the computation. In the event

the Bureau of Labor and Statistics shall no longer maintain statistics on the purchasing power of consumer dollars, comparable statistics published by a responsible financial periodical or recognized authority selected by the City shall be used for making the adjustment. In the event that the Base Year or other Base Year used in computing the CPI-U is changed, the figure used in making the adjustment in each year shall accordingly be change so that all increases in the CPI-U are taken into account notwithstanding any such change in the Base Year.

3.2.3 Community Service Credit. The Base Rent shall be adjusted annually based on the level of community service provided by the Sailing Center in the prior calendar year. The Community Service Credit shall provide the Sailing Center with a direct, dollar for dollar, credit of up to Forty Thousand Dollars (\$40,000.00) against the Annual Base Rent for documented direct costs specifically associated with the Sailing Center's mission based programs and activities providing scholarship or subsidy to non-profit organizations, schools or individuals. As of the date of this Lease, The City has accepted the following categories of programs and activities for Community Service Credit eligibility:

- Floating Classrooms and the Burlington School District initiative providing standards-based STEM curriculum for hands-on experimental learning opportunities for the Burlington School District and local Burlington students;
- Leadership Program providing youth character development and life skill programming to local non-profits;
- Women in Wind providing leadership and STEM education to gender specific programming to girls and women;
- Adaptive Water Sports Program providing outdoor recreational and watersports competition opportunities for individuals with cognitive or physical disabilities; and

Future approval for other mission based community access and recreation programs as may be developed by the Center and its community partners shall not be unreasonably withheld.

3.2.3.1 The Community Service Credit shall be limited to the bulleted items above, unless additions are specifically authorized by the City. The Sailing Center shall submit notice of proposed new programs or program expansion or modification by January 1 of each calendar year. The City shall have a reasonable time to approve or reject proposals, but approval of new programs or existing program expansion or modification shall not be unreasonable withheld.

3.2.3.2 The Community Service Credit Limit shall be adjusted at the end of each calendar year based upon the Consumer Price Index Adjustment set forth in paragraph 3.2.2.

3.2.3.3 In order for the City to calculate the Annual Community Service Credit, the Sailing Center shall provide the City with documentation of direct costs specifically for approved programs, which documentation may include, but is not limited to, contracts or agreements with the Burlington School District, with local not-for-profit organizations, with social service agencies, or with other entities affiliated with any programs, tax returns, grant agreements and any other written or digital material that identifies direct costs. The documentation shall be provided annually to the City on or before January 1 of each calendar year. The Sailing Center shall promptly supply additional documentation reasonably related to calculating the Annual Service Credit when reasonably requested by the City within a reasonable period. Failure to supply documentation on or before the due date, or within a reasonable amount of time when reasonably requested by the City shall void the Community Service Credit arising from any impacted element(s) of the Community Service Credit for that calendar year.

3.2.4 Base Rent Payment Schedule. The net Base Rent, after adjustment for Consumer Price Index increases and for Community Service Credits shall be payable in four (4) equal installments at the end of the first month after each calendar quarter (April 30, July 31, October 31 and January 31).

3.3 Percentage Rent. In addition to the Base Rent, the Sailing Center shall pay to the City a Percentage Rent calculated annually based on a percentage of the gross revenue for the following activities for each calendar year as follows:

- Public Boat Storage (summer): 5%
- Public Boat Storage (winter): 10%
- Public Boat Rentals: 5%
- Facility Use Fees and any revenue from City approved sublease: 15%
- University/College Facility Use Fees: 15%
- Concessions: 5%

3.3.1 Commencement of Annual Percentage Rent Obligation. The commencement of the obligation to pay Annual Percentage Rent is the date the initial Operations Term begins, but not later than May 1, 2017, unless a different commencement date is agreed to in a writing signed by the Parties.

3.3.2 Percentage Rent Payment. The Annual Percentage Rent Payment is due in arrears on the same due date for the second calendar year quarter Base Rent Payment, on or before July 31 of each calendar year, as follows:

- Ten percent (10%) of the calculated Annual Percentage Rent for Year One.
- Fifty percent (50%) of the calculated Annual Percentage Rent for Year Two through Five.
- One hundred percent (100%) of the calculated Annual Percentage Rent for Year Six and all subsequent years until this Lease terminates.

3.3.3 Obligation of Sailing Center to Documentation of Revenue. The Sailing Center shall within sixty (60) days of calendar year end, provide the City with all documents necessary to calculate gross revenue for each element of revenue listed in 3.3 above and any documents reasonably requested by the City. If the Sailing Center shall fail to provide the required documentation within the specified time, the gross revenue for any element without proper revenue documentation shall be deemed to be two (2) times the prior year's gross revenue and the annual percentage rent payment for that element of gross revenue shall be the applicable percentage in 3.3.

3.4 Rent Proration. Rent shall be payable on a calendar year basis. The commencement of the initial Operations Term may be on a date other than the beginning of a calendar year. In the event the Operations Term begins on such a date, the Annual Base Rent and the Community Service Credit shall be prorated for the time between the commencement of the initial Operations Term and the end of the calendar year. The first Base Rent Payment after the commencement of the initial Operations Term shall be the last day of the month immediately following the calendar year quarter in which the initial Operations Terms begins.

3.5 Net Lease. All rent shall be net to the City, except as otherwise specifically provided in this Lease. Accordingly, except if otherwise specifically provided, all costs, expenses and obligations of every kind or nature, whatsoever, relating to the Property or any improvements on the Property which may arise or become due during the Term of this Lease, shall be paid by the Sailing Center and the City shall be indemnified and saved harmless by the Sailing Center from and against the same. Nothing in this paragraph shall be deemed to require the Sailing Center to pay or discharge any liens or mortgages that may hereafter be placed upon the Property by the affirmative act of the City.

ARTICLE XXIV Calendar Year Lease

4.1 Initial Lease Period. This Lease shall operate on a Calendar Year basis except for the purpose of calculating the Construction and Operations terms. Where ever in this lease a time period begins other than the first day of the calendar year the initial period between the start date and the next January 1 (the "initial period") shall be counted as the first calendar year, or year one of any particular

sequence or phase in, and any payments due shall be prorated for the number of days in the initial period. The second calendar year or year two shall start the January 1 immediately following the end of the initial period.

4.2 CPI Adjustment for Initial Period. For the purpose of applying the Consumer Price Index Adjustment to the initial period, the Adjustment percent shall be modified by the number of days in the initial non-calendar period divided by 365 days and then applied. For the purpose of the Community Service Credit, the amount of the Credit, the amount of the Credit annual maximum and the amount of the Default Threshold shall be modified by the number of days in the initial non calendar period divided by 365 days and then applied.

4.3 Final Lease Period. Where ever in this lease a time period ends other than the last day of the calendar year, December 31, the final period between January 1 and the end date shall be the "final period." Any payments due shall be the amount due during the final calendar year or final year and prorated for the number of days in the final period.

ARTICLE V Real Estate Taxes

5.1 Sailing Center Obligations. The Sailing Center shall pay, before any fine, penalty, interest, or cost may be added, or become due or be imposed for nonpayment thereof, all taxes, assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature, whatsoever, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Property, or any improvements thereon, or any part thereof or any appurtenance thereto, or otherwise arising out of the rent and income received by the Sailing Center from use of the Property.

5.2 Mode of Payment. The Sailing Center shall pay the taxes and other charges as enumerated in this Article and shall deliver official receipts evidencing such payment to the City, which payment of taxes or assessments shall be made and the receipts delivered, at least 10 days before the tax, itself, would become delinquent in accordance with the law then in force governing the payment of such tax or taxes.

5.3 Sailing Center's Default. If the Sailing Center shall fail, refuse, or neglect to make any of the payments required in this Article, then the City may pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of

or in connection with such payments, together with interest on all such amounts, at the rate of 18% per annum, shall be repaid by the Sailing Center to the City, upon the demand of the City, and the payment thereof may be collected or enforced by the City in the same manner as though such amount were an installment of rent specifically required by the terms of this Lease to be paid by the Sailing Center to the City, upon the day when the City demands repayment thereof or reimbursement therefor of and from the Sailing Center; but the election of the City to pay such taxes or other charges shall not waive the default thus committed by the Sailing Center.

5.4 Proration. The foregoing notwithstanding, the parties hereto understand and agree that the taxes for the first and last years of the term shall be prorated proportionately between the City and the Sailing Center.

5.5 Fee for Service Agreement. In the event the Sailing Center obtains a full or partial property tax exemption, the Sailing Center and the City will enter into a Fee for Service Agreement for a payment that is good faith compensation for municipal services provided to the Sailing Center Property, including the grounds and facilities, by City departments (including, but not limited to, Police, Fire, Emergency services, Public Works, Streets and Parks) during the term of the Lease and commensurate with the fees paid by other tax-exempt organizations which have entered into fee for service agreements with the City for similar such municipal services. The Fee for Service minimum payment shall not be less than \$9,000.00 annually. The Fee for Services payment shall be adjusted annually by the Consumer Price Index Adjustment of Section 3.2.2.

ARTICLE VI

Obligations During Construction Term

6.1 Construction of Improvements. The Construction Term of this Lease provides time for the Sailing Center to construct the Sailing Center Project, as approved in advance by the City, on the Property. The Sailing Center Project is the design for allocation of uses and construction of permanently affixed buildings, including operational and storage buildings, out buildings whether or not permanently affixed, parking areas, outdoor storage areas, docks, whether permanently affixed or fixtures, moorings, harbor improvements, water control features and including any other designs or improvements depicted on the design of the Sailing Center attached as Exhibit B, approved and permitted by applicable local, state and federal authorities (the "Sailing Center Project"). Any modifications thereto shall comply with Section 6.3 below.

6.2 Land Use Permitting. The Sailing Center shall bear the responsibility for securing and maintaining any and all permits needed relative to construction of the Sailing Center Project and, if necessary, for Sailing Center operation of the Sailing Center Project. The Sailing Center shall be obligated for all costs associated

with any such permits, including permit fees and the costs of compliance, and this obligation for permitting fees and costs for compliance shall apply to any pre-existing permits held by or for the benefit of the City which are modified on account of the Sailing Center Project construction and operations or require compliance actions on account of the construction or operation of the Sailing Center Project. The City shall have no liability for any such costs, and the Sailing Center shall indemnify and hold the City harmless therefrom. See Section 5.1 above. The parties may enter into a Memorandum of Understanding regarding common or shared permit compliance in order to formalize their good faith with regard to these provisions.

6.2.1 Environmental Remediation. The City shall, however, contribute up to \$372,799.27 of TIF funds dedicated to public improvements in support of this project for remediation costs relative to the property's compliance with the Corrective Action Plan (CAP) so long as such costs are incurred during the construction phase of this lease and are for work pursuant to the Sailing Center's existing permit as of the date of the execution of this lease. Said remediation may include, but not be limited to, testing, excavation, and transfer to the City's approved interim soil management site (referred to as "the Flying A site" and located on the City's adjacent property in the Urban Reserve) of development soils in an amount not to exceed 1,750 cubic yards, environmental oversight, and soil capping pursuant to the CAP. Upon completion of the CAP, to the extent there are costs related to management of any contaminated soils or related substances pursuant to any government hazardous waste permits or agreements thereafter, Sailing Center obligations and liability under this section are limited to those arising due to actions of, or for the benefit of, the Sailing Center. The Sailing Center shall not be responsible for any continuing obligations, financial or otherwise, relative to soils from the Property which are placed at the Flying A site in compliance with the CAP.

6.3 Design, Modification or Alteration. The City shall have the right of approval, which shall not be unreasonably withheld, of all designs for any structures to be permanently affixed to the Property and any fixtures attached to the Property (for example, removable docks, removable moorings, etc.), and for any modification or alteration of same, whether during construction, or after completion of construction, any modification or alteration of any improvements permanently affixed to the Property or any fixtures. No such approval by the City shall have the legal effect of relieving Sailing Center of any obligation or liability under the provisions of Section 6.2.1 of this agreement.

6.4 Accommodation of Rights of Way, Easements and Rights and Interest of the City and Others. All construction on the Sailing Center and all operations of the Sailing Center on the Property shall accommodate all easements, rights of way, conditions, restrictions, limitations and real property rights set forth in 1.1 and to which the Property is subject.

6.5 Certificate of Occupancy. The Sailing Center shall have the sole obligation to obtain a Certificate of Occupancy at the earliest possible date and shall immediately give City notice of the issuance of the Certificate of Occupancy.

6.6 Completion of Construction and Commencement of Operations. The Parties agree that the Sailing Center shall make good faith efforts to open the new Sailing Center on the Property on or before May 1, 2017.

6.7 Obligation of City. The City shall be obligated to cooperate with any reasonable requests of the Sailing Center in meeting the Sailing Center obligations under this Lease. This obligation to cooperate shall not be construed as an obligation to undertake any financial obligations except for those specifically described in this Lease and assumed by the City.

6.8 Construction of Infrastructure and Utilities. The City shall be responsible for the construction of \$500,000.00 of infrastructure and utilities supporting the Property. The obligation of the City includes the obligation to invest \$500,000.00 of Tax Increment Financing funds in direct support of the construction of the Sailing Center facilities. The Tax Increment Financing funds can be used to fund construction of infrastructure improvements that "but for" such investment, the Sailing Center Project would not have been feasible (the "Sailing Center TIF Funds"). Sailing Center TIF Funds have been used by the City to offset infrastructure and associated development costs on the Property incurred by the Sailing Center or the City under the Waterfront Access North (WAN) contract in the amount of \$372,200.73 (See attached WAN project reconciliation spreadsheet – Exhibit C). The remaining balance of \$127,799.27 in TIF funds for the project shall, as a first priority, be utilized for environmental remediation purposes pursuant to Section 6.2.1 of this agreement. Any remaining balance may then be applied to such infrastructure improvements to the Property being made to the Property under the existing permit of even date as may be mutually agreed upon by the parties and as are permissible under Vermont law applying to the use of TIF funds. Such application of these funds may include some allocation to the so-called Bid Alt A portion of the contract referenced in Exhibit C.

6.9 Sailing Center Financial Commitment. Before commencing any construction of the Sailing Center Project, the Sailing Center covenants and warrants that it shall have the financial capacity or shall have arranged for sufficient financing for the financial capacity to complete the construction of the Sailing Center Project as originally designed.

6.10 Project Meetings. The Parties shall commit to meeting not less than quarterly for Sailing Center Project progress meetings during the entire Construction Term which meetings shall regularly include capital campaign updates for the

duration of any capital fund raising campaigns. The City can require additional project meetings for subsequent modification or extension of the Sailing Center Project, or subsequent development campaigns.

ARTICLE VII

Lease Commencement Dates and Delivery Procedures

7.1 Commencement Date of Construction Term. The Construction Term shall commence April 1, 2016.

7.2 Execution and Delivery of Lease. Simultaneous with the commencement of the Construction Term, the Parties shall execute the Lease and it shall be delivered to the City to be held unrecorded until construction of the Sailing Center Project and the Construction Term are completed, the Certificate of Occupancy has been issued by the applicable City of Burlington Department(s), and the initial Operations Term has begun. Upon occurrence of all conditions, the City shall deliver the Lease to the Sailing Center. The Sailing Center at its expense, shall record a Memorandum of Ground Lease in a form substantially similar to that attached as Exhibit D in the Burlington land records.

7.3 Operations Term. The initial Operations Term of thirty (30) years shall begin the earlier of twenty-four (24) months from the date of commencement of the Construction Term (March 31, 2018) or the date on which the Sailing Center is issued a Certificate of Occupancy for the Property.

ARTICLE VIII

Representations and Warranties for Ground Lease Preconditions

8.1 Development Agreement Compliance. The Sailing Center hereby warrants and covenants that it has complied with all requirements and obligations of the Development Agreement dated September 9, 2015.

8.2 Payment to City for Reimbursement of Costs. The Sailing Center hereby covenants and warrants that it has made payment, or has otherwise committed to payment by a date certain to the City for reimbursement of costs incurred by the City for materials purchased for the benefit of the Sailing Center (see the so-called Bid Alternate A portion of Exhibit C) in the amount of \$76,774.90. This figure may, by mutually agreement of the parties, be reduced by applying an offset against any remaining TIF fund balance (if such balance exists) after TIF allocations have been applied under Section 6.2.1 of this agreement. Such offsets must first, by mutual agreement of the parties, be determined to have satisfied all legal requirements for qualification as appropriate TIF fund expenditures.

8.3 Permit Acquisition and Compliance. The Sailing Center hereby covenants and warrants that it has obtained all necessary permits to begin construction of the Sailing Center Project as designed and as approved by the City to be constructed on the Property, including, but not limited to, Harbor Master, City of Burlington Land Use Regulation Divisions, Vermont Agency of Natural Resources and United States Army Corps of Engineer approvals and is now and shall be throughout the construction period in compliance with same.

8.4 Financing Commitment. The Sailing Center hereby covenants and warrants that it has available the funds necessary to complete construction of the Sailing Center Project as approved by the City or that it has arranged for adequate financing to complete construction of the Sailing Center Project.

8.5 Construction Contract. The Sailing Center covenants and warrants that it has entered into a Construction Contract for the Sailing Center Project with a qualified contractor which contract provides that the Sailing Center Project will be built as approved by the City for the costs set forth in the Contract.

8.6 Completion Guaranty. The Sailing Center covenants and warrants that it has completed and delivered to the City a completion guaranty for completion of construction of the Sailing Center Project as approved by the City which completion guaranty is reasonably satisfactory to the City.

ARTICLE IX Mechanics' Liens

9.1 No Lien. The Sailing Center shall not have the power to subject the interest of the City in the premises to any mechanics' or materialmen's liens or lien of any kind, unless a specific provision to the contrary authorizing in specific terms the creation of such lien or liens is elsewhere herein contained.

9.2 Release of Lien. The Sailing Center will not permit or suffer to be filed or claimed against the interest of the City in the Property during the continuance of this Lease, any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Sailing Center, within 30 days after the City shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Sailing Center (whichever 30 day period expires earlier) to cause the premises be released from such claim, either by payment or by the posting of bond or by the payment to the court of the amount necessary to relieve and release the premises from such claim, or in any other manner which, as a matter of law, will result, within such period of 30 days, in releasing the City and the title of the City from such claim; and the Sailing Center covenants and agrees, within such period of 30 days, so as to cause the premises and the City's interest therein to be released from the legal effect of such claim.

ARTICLE X
Governing Law, Cumulative Remedies

10.1 Governing Law. All of the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Vermont, as such laws relate to the respective rights and duties of landlords and tenants.

10.2 Cumulative Remedies. During the continuance of the Lease, the City shall have all rights and remedies, which this Lease and the laws of the State of Vermont assure to it. All rights and remedies accruing to the City shall be cumulative, that is, the City may pursue such rights as the law and this Lease affords to it in whatever order the City desires and the law permits without being compelled to resort to any one remedy in advance of any other.

ARTICLE XI
Indemnification of the City

11.1 Indemnification of the City. During the entire term of the Lease, the Sailing Center will indemnify and save harmless the City against any and all claims, debts, demands, or obligations which may be made against the City or against the City's title in the premises, arising out of, or in connection with, any alleged act or omission of the Sailing Center or any person claiming under, by, or through the Sailing Center; and if it becomes necessary for the City to defend any action seeking to impose any such liability, the Sailing Center will pay the City all costs of court and attorneys' fees incurred by the City in effecting such defense in addition to any other sums which the City may be called upon to pay by reason of the entry of a judgment against the City in the litigation in which such claim is asserted.

ARTICLE XII
Insurance

11.1 Public Liability. From the time when the Sailing Center commences construction on the Property or any part thereof, or from and after any earlier date when the Sailing Center makes actual use of and occupies the Property, or any parts thereof, the Sailing Center shall cause to be written a policy or policies of insurance in the form generally known as public liability policies, and boiler insurance, and elevator insurance policies, when there are boilers and elevators included in any improvements located on the Property, insuring the Sailing Center against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the premises, improvements, and buildings located on the Property or for any other risk insured

against by such policies, each class of which policies shall have been written within the following limits:

11.1: Special Perils Property Insurance. The Community Sailing Center (CSC) at its own cost and expense, shall keep the building or buildings at the premises insured during the entire term of the lease agreement against loss or any other natural consequence. Such insurance is to be written on an "Special Perils" form and by an insurance company or companies authorized to do business in the State of Vermont. The building(s) are to be insured to the full replacement cost of such building(s). The property insurance coverage will also include coverage for ordinance or Law (demolition, increased cost of construction and undamaged portion of building) in the amount of \$250,000.

11.1.2: Commercial General Liability Insurance. Throughout the term of the lease agreement, CSC shall maintain commercial general liability insurance covering the premises/operations and products/completed operations of CSC in amounts not less than 1,000,000 each event/2,000,000 annual aggregate. Such policy shall name the City of Burlington as an additional insured to be issued on a primary, non-contributory basis.

11.1.3. Auto Liability Insurance. Throughout the term of the lease agreement, CSC shall maintain commercial auto liability insurance covering owned and/or non-owned and hired autos in amounts not less than 1,000,000 combined single limit. For owned auto's only, CSC shall name the City of Burlington as an additional insured to be issued on a primary, non-contributory basis.

11.1.4 Protection and Indemnity Insurance. Throughout the term of the lease agreement, CSC shall maintain Protection and Indemnity Insurance covering all waterborne and watercraft related operations in amounts not less than 1,000,000 each event for bodily injury/1,000,000 each event property damage. CSC shall name the City of Burlington as an additional insured to be issued on a primary, non-contributory basis.

11.1.5 Marine Umbrella Insurance. Throughout the term of the lease agreement, CSC shall maintain Marine Umbrella or excess liability coverage covering all on-shore and waterborne/watercraft activities in amounts not less than 2,000,000 each event/2,000,000 annual aggregate. CSC shall name the City of Burlington as an additional insured to be issued on a primary, non-contributory basis.

11.1.6 Workers' Compensation and Employers Liability. CSC shall obtain workers' compensation insurance per the Vermont State statute and Employers Liability coverage in minimum amounts of 500,000 each accident, 500,000 disease-per employee and 500,000 disease-policy limit. CSC shall agree to provide a policy endorsement waiving their rights of subrogation in favor of the City of Burlington.

11.2 All such policies shall name the Sailing Center and the City, as their respective interests may appear, as the persons assured by such policies; and the original or a duplicate original of each of such policy or policies shall be delivered by the Sailing Center to the City promptly upon the writing of such policies, together with adequate evidence of the fact that the premiums are paid.

12.2 Loss of Damage and Extended Coverage. From and after the time when the Lease commences, the Sailing Center will keep insured any and all buildings and improvements upon the said premises against all loss or damage by fire and windstorm, together with "extended coverage," which said insurance will be maintained in an amount which will be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, which amount shall not be less than one hundred (100%) of the full insurable value, and all of such policies of insurance shall include the name of the City as one of the parties insured and shall fully protect both the City and the Sailing Center as their respective interests may appear. In the event of destruction of the said buildings or improvements by fire, windstorm, or other casualty for which insurance shall be payable and as often as such insurance money shall have been paid to the City and the Sailing Center, said sums so paid shall be deposited in a joint account of the City and the Sailing Center in a bank located in Chittenden County, Vermont, designated by the Sailing Center, and shall be made available to the Sailing Center for the construction or repair, as the case may be, of any building or buildings damaged or destroyed by fire, windstorm, or other casualty for which insurance money shall be payable and shall be paid out by the City and the Sailing Center from said joint account from time to time on the estimate of any reliable architect licensed in the State of Vermont having jurisdiction of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction or repair and at a reasonable cost therefor; provided, however, that the total amount of money necessary for the reconstruction or repair of any building or buildings destroyed or injured has been provided by the Sailing Center for such purpose and its application for such purpose assured. In the event of the destruction or damage of the buildings and improvements or any part thereof, and as often as any building or improvement on said Property shall be destroyed or damaged by fire, windstorm, or other casualty, the Sailing Center shall rebuild and repair the same in such manner that the building or improvement so rebuilt and repaired, and the personal property so replaced or repaired, shall be of the same or higher value as the said building or improvement and the personal property upon the Property prior to such damage or destruction, and shall have the same rebuilt and ready for occupancy within twelve (12) months from the time when the loss or destruction occurred, unless otherwise agreed to by the Parties. The twelve (12) month period for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Sailing Center by act of God,

strikes, lockouts, or other conditions (other than matters of finance) beyond the Sailing Center's control.

12.3 Delivery of Policies. The originals of all such policies shall be delivered to the City by the Sailing Center along with the receipted bills evidencing the fact that the premiums therefor are paid; but nothing herein contained shall be construed as prohibiting the Sailing Center from financing the premiums where the terms of the policies are for three years or more and in such event the receipts shall evidence it to be the fact that the installment premium payment or payments are paid at or before their respective maturities.

12.4 Proceeds Payable to Mortgagee. If any mortgagee holding a mortgage created pursuant to the provisions of Article XV elects, in accordance with the terms of such mortgage, to require that the proceeds of the insurance be paid to the mortgagee, then such payment shall be made, but in such event, it shall still be obligatory upon the Sailing Center to create the complete fund in the manner set forth in this Article to assure and complete the payment for the work of reconstruction and repair.

12.5 Damages; Insurance Proceeds; Joint Bank Account. Any excess of money received from insurance remaining in the joint bank account after the reconstruction or repair of such building or buildings, if the Sailing Center is not in default, shall be paid to the Sailing Center, and in the case of the Sailing Center not entering into the reconstruction or repair of the building or buildings within a period of six months from the date of payment of the loss, after damage or destruction occasioned by fire, windstorm, or other cause, and prosecuting the same with such dispatch as may be necessary to complete the same within 15 months after the occurrence of such damage or destruction, then the amount so collected, or the balance thereof remaining in the joint account, as the case may be, shall be paid to the City and it will be at the City's option to terminate the Lease and retain such amount as liquidated and agreed upon damages resulting from the failure of the Sailing Center to promptly, within the time specified, complete such work of reconstruction and repair. The twelve (12) month period for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Sailing Center by act of God, strikes, lockout, or other conditions (other than matters of finance) beyond the control of the Sailing Center.

12.6 Direct Repayment. The foregoing notwithstanding, in the event the insurance proceeds are the sum of \$25,000.00 or less, then such proceeds shall be paid directly to the Sailing Center without the necessity of creating the joint bank account, and the Sailing Center shall use such funds to make the replacements or repairs.

12.7 Worker's Compensation Insurance. The Sailing Center shall have an affirmative obligation to take all necessary steps to determine and require that any

contractor or subcontractor working on the Sailing Center Project or any subsequent modifications or improvements to the Property or the fixtures on the Property has adequate worker's compensation coverage that is sufficient to protect the interests of the Sailing Center and the City. The Sailing Center agrees that it shall hold harmless and indemnify the City for any claim for injury to workers on the Property covered by Vermont Worker's Compensation Law, including any attorney's fees reasonably incurred by the City in connection with any such claim. In addition, the Sailing Center shall carry worker's compensation insurance on its own account for its own employees and for contract workers working on the Property as required by Vermont statute.

ARTICLE XIII Insurance Premiums

13.1 Payment of Insurance Premiums. The Sailing Center shall pay premiums for all of the insurance policies which the Sailing Center is obligated to carry under the terms of this Lease, and will deliver to the City evidence of such payment before the payment of any such premiums become in default, and the Sailing Center will cause renewals of expiring policies to be written and the policies or copies thereof, as the Lease may require, to be delivered to the City at least ten (10) days before the expiration date of such expiring policies.

ARTICLE XIV Assignment

14.1 Written Assignment; Filing. This Lease cannot be assigned without written approval from the City, which shall not be unreasonably withheld, and any such unapproved assignment shall be void *ab initio*. For an assignment to be approved by the City and therefore valid and enforceable, the Assignee shall expressly assume and agree to perform each and every covenant of this Lease which, by the terms hereof, the Sailing Center agrees to keep and perform, which assumption shall be evidenced by written, recordable instrument (either by joinder in the assignment itself, or by separate instrument), and such assignment shall not be deemed valid, unless the assignment and the assumption agreement are promptly filed for record in the Burlington land records, and an executed original delivered to the City.

14.2 Sailing Center's Primary Liability. If the Sailing Center's interest in and to this Lease Agreement is assigned, the Sailing Center's liability for the performance of any of the terms, conditions, covenants, and agreements contained herein to be performed by the Sailing Center, shall remain in full force and effect.

14.3 Sublet. The Sailing Center may sublet up to thirty percent (30%) of the land area of the Property or of the principal operations buildings on the Property or sublet any equal or smaller percentages that result in sublettor(s) operating up to

forty percent (40%) of the Sailing Center combined programs and activities, but only with advanced approval of the City, which approval shall not be unreasonably withheld, and on the condition that any such sublets comply with the Sailing Center educational and recreational mission and with the Public Trust Doctrine. The Sailing Center may provide non-profit partner organizations with indoor and outdoor space under terms and conditions as it deems appropriate for its educational and recreational mission and its goals, but such activity, when combined with any sublet use or activity shall not exceed the limits of this section.

ARTICLE XV Condemnation

15.1. Eminent Domain; Cancellation. If, at any time during the continuance of this Lease, the Property or the improvement or building or buildings located thereon, or any portion thereof is taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the rent and other adjustments made as shall be just and equitable under the circumstances. If the City and the Sailing Center are unable to agree upon what division, annual abatement of rent or other adjustments as are just and equitable, within 30 days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and determination of the matters in dispute. If the legal title to the entire premises were wholly taken by condemnation, the Lease shall be cancelled.

15.2. Apportionment. Although the title to the building and improvements placed by the Sailing Center upon the Property will merge with the real estate and vest in the City, nevertheless, for purpose of condemnation, the fact that the Sailing Center placed such buildings on the Property shall be taken into account, and the deprivation of the Sailing Center's use of such buildings and improvements shall, together with the term of the lease remaining, be an item of damage in determining the portion of the condemnation award to which the Sailing Center is entitled. In general, it is the intent of this Section that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were unimproved property, shall be allocated to the City, and the then value of the building or buildings thereon shall be allocated between the City and the Sailing Center after giving due consideration to the number of years remaining in the term of this Lease and the condition of the buildings at the time of condemnation.

ARTICLE XVI Mortgage Financing

16.1 Mortgage. The Sailing Center and every successor Lessee is given and has the right to mortgage or assign its interest in this Lease as collateral for loans from time to time, without the City's prior consent, providing that no such mortgage shall extend to or affect the fee or the estate of the City in and to any land or building and improvements now or hereafter erected on the leased property. If the City or any successor or assign shall mortgage this leasehold, then so long as such mortgage shall remain in effect the following provisions shall apply:

16.1.1 Nonbinding Effect on the City. No mortgage or assignment of this Lease shall be binding upon the City in the enforcement of its rights under this Lease, nor shall the City be deemed to have any notice thereof, unless and until a fully conformed copy of each instrument effecting such mortgage or assignment, in proper form for record, shall have been delivered to the City.

16.1.2 Notice of Lease Default. If the holder of any such mortgage shall give the City, before any default shall have occurred in this Lease, a written notice containing the name and post office address of such holder, the City shall thereafter give to such holder a copy of each notice of default by the Sailing Center at the same time as any such notice of default shall be given by the City to the Sailing Center. The copy of such notice of default shall, in each instance, be deemed duly given to the holder of such mortgage when deposited with any United States Post Office enclosed in a securely sealed envelope, postpaid, and addressed to such holder at the post office address of such holder last furnished to the City.

16.1.3 Cure of Default. The City will accept performance by the holder of any such mortgage of any term of this Lease required to be performed by the Sailing Center with the same force and effect as though performed by the Sailing Center, if at the time of such performance the City shall be furnished with evidence satisfactory to the City of the interest in the Property claimed by the person, firm, or corporation tendering such performance or payment. The holder of such mortgage shall have seven (7) days after receipt of any such notice of default within which to cure any default in the payment of rent or additional rent, required to be paid under this Lease, and shall have thirty (30) days from the date of written notice from the City of any other default to cure such default.

16.1.4 Modification of Lease. The City will not accept any surrender or enter into any modification of this Lease without the prior written consent of the leasehold mortgagee.

16.1.5 Mortgagee Assignment of Lease. If a lending institution or its nominee or wholly owned subsidiary corporation shall hold a mortgage upon this Lease and shall thereafter acquire a leasehold estate, derived either from such mortgage or from the City, and if such institution, nominee or corporation shall desire to assign this Lease or any new Lease obtained from the City (other than to a nominee or to a wholly owned subsidiary corporation as permitted by the provisions to be

incorporated in the mortgage as set forth above) to an assignee who will undertake to perform and observe the conditions in such lease required to be performed by the Sailing Center, the City shall not unreasonably withhold its consent to such assignment and assumption, and any such lending institution, nominee, or subsidiary shall be relieved of any further liability under such lease form and after such assignment.

16.1.6 Insurance. The name of the leasehold mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by the Sailing Center hereunder. The City will make available jointly to the Sailing Center and to the leasehold mortgagee, all insurance or condemnation proceeds to which the Sailing Center may be entitled hereunder, for purposes of restoration of the leased property.

16.1.7 Priority of Lease over Mortgages. This Lease and all rights of the Sailing Center hereunder are and shall be prior, superior, and paramount to the lien of any mortgage that may now or hereafter affect the City's fee interest in the leased property or any part thereof. The City represents that the lien of any existing mortgage on the fee has been duly and validly subordinated to this Lease and to all rights of the Sailing Center hereunder.

16.8 Subordination. Any lender taking possession of the rights and interests of the Sailing Center under the Ground Lease shall take subject to the provisions of the Ground Lease.

ARTICLE XVII

Default

17.1 Sailing Center's Default. Each of the following events shall constitute a default on the part of the Sailing Center with respect to its obligations hereunder, and a breach of this lease:

17.1.1 Community Service Credit Default Threshold. In the event the Community Service Credit is calculated at the end of any calendar year to be less than thirty thousand dollars (\$30,000.00) as adjusted by the Consumer Price Index Adjustment (the Default Threshold) for two (2) consecutive calendar years, the Sailing Center acknowledges and agrees that it shall be a default of the covenant and warranty to fulfill the community based mission of the Sailing Center and accordingly in default of this Lease. In the event the City gives written notice of the default within six (6) months, the Sailing Center shall have until the end of the third (3rd) consecutive calendar year to increase the Community Service Credit to more than the Default Threshold. In the event the Sailing Center fails to cure, the City may immediately and without further notice, terminate the lease and take possession of the Property.

17.1.2 Sailing Center Failure to Perform. The failure to make any payment required under this Lease, whether rent or otherwise, to perform any condition, requirement, obligation, or take or refrain from taking an action or a failure or determination of untruth of any representation, covenant or warranty under this Lease, shall be a default under and breach of this Lease. If such default shall continue for a period of thirty (30) days after City has provided notice in writing of such default to Sailing Center and failure of Sailing Center or someone on its behalf to cure such default within thirty (30) days, the City shall have the right to terminate this lease with no further notice. Notwithstanding the foregoing thirty (30) day limitation, if such default shall be of such nature that same cannot be completely cured within such thirty (30) day period but the curing thereof has been commenced within the thirty (30) day period and shall thereafter be continuing with reasonable diligence, then in such event, Sailing Center's default, violation or failure to perform shall not be considered a default during the period Sailing Center or someone on its behalf is acting with due diligence to cure such alleged default, violation or failure of Sailing Center to perform unless the default is not cured within a reasonable period of time

17.1.3 Abandonment; Inhabitability. The Sailing Center abandons the maintenance, operation, or management of the Property or allows the Property to remain in an uninhabitable condition for a period of three (3) consecutive months;

17.1.4 Insolvency. The filing of a voluntary petition for bankruptcy or the adjudication of the Sailing Center as a bankruptcy or insolvent, or the appointment of a receiver or trustee of all or substantially all of the Property of the Sailing Center, on assignment by the Sailing Center for the benefit of its creditors.

17.1.5 Possession of the Property to City. Upon occurrence of any such default and the expiration of any applicable cure period set forth in this section, Sailing Center shall immediately vacate the Property and surrender the same to the City and the City shall have the right to immediate possession of the Property.

ARTICLE XVIII Repair Obligations

18.1 Repair and Maintenance. During the continuance of this Lease, the Sailing Center shall keep in good state of repair and in first class condition any and all buildings, furnishings, fixtures, and equipment that are brought, constructed, or placed upon the Property by the Sailing Center. The Sailing Center shall not suffer or permit any strip, waste, or neglect of any building or other property to be committed. The Sailing Center shall repair, replace, and renovate such property as often as it

may be necessary in order to keep the buildings and other property, which is the subject matter of this Lease in first class repair and condition.

ARTICLE XIX Demolition

19.1 Conditions Precedent to Demolition by Sailing Center. Although it is the Sailing Center's duty under the terms hereof to keep and maintain any buildings and improvements on the Property in good repair, this shall not be construed as empowering the Sailing Center to demolish any buildings on the Property or any substantial part thereof or to cause any item of major repair and construction to be made unless and until the Sailing Center:

19.1.1 New Design Approval. Causes plans for the new buildings or the new construction to be prepared in full accordance with the Sailing Center mission, the Public Trust Doctrine, the applicable laws, building codes, zoning ordinances, and all applicable statutes and ordinances, and deliver the plans to the City for its approval (which approval shall not be unreasonably withheld) at least 30 days before the work proposed to be done pursuant thereto is actually commenced;

19.1.2 Bond. Furnishes the City with a performance and payment bond with corporate surety, guaranteeing the doing and completion of the work; or, in lieu of furnishing such bond creates an escrow fund with any bank or trust company selected by the Sailing Center, into which there shall be paid by the Sailing Center the full cost of the work of repair and replacement, which cost shall be evidenced by the bona fide bid of a responsible general contractor or the aggregate of the bona fide estimates of reliable subcontractors and materialmen, all of which evidence must be submitted by the Sailing Center to the City not later than 30 days before the work itself starts, which escrow fund will be utilized to pay for the work as it progresses upon the requisition of the contractor and the certificate of an architect supervising the work, but disbursements from which escrow fund will be made upon the written order of the City and the Sailing Center, the City binding itself, if it elects to exercise such joint control over the escrow fund, to approve or cause to be approved progress payments promptly so long as the balance remaining in the escrow fund is sufficient to cause the work to be carried through to completion and paid for, and full and final waivers and releases procured from all persons who furnish work, labor, services, and/or materials to the job.

19.2 Replacement Value. The work of reconstruction, repair, and replacement must have a value of not less than the value of the building or buildings or the portion thereof then being demolished and replaced and repaired.

19.3 Demolition Defined. For the purpose of this Article, no work will be deemed a "demolition" or a major repair so as to bring it within the terms of this Section of the Lease unless it constitutes either the actual destruction of a building or

a substantial part thereof or unless it constitutes a remodeling which, in substance, requires the tearing down of a substantial part of a building. The changing of openings or the removal and/or relocating of partition walls, or other work inside the building designed to accommodate itself to better occupancy, shall not be deemed major repair and construction within the meaning of this Article. The provisions of this Article shall not be applicable to the removal of any building or structure on the premises at the time of the execution of this Lease.

ARTICLE XX Additional Covenants of Lease

20.1 Use of Property. The Sailing Center covenants and agrees that its use of the Property shall be consistent with the Public Trust Doctrine and the Sailing Center mission to provide educational and recreational programs on Lake Champlain to the Community related to on-the-water educational and recreational activities, and the Property will be used for legal purposes only.

20.2 Insurance Claims. No damage or destruction to any building or improvements by fire, windstorm, or any other casualty shall be deemed to entitle the Sailing Center to surrender possession of the premises or to terminate this Lease or to violate any of its provisions or to cause any rebate or reduction in the rent when due or thereafter become due under the terms hereof; and if the Lease shall be cancelled for the Sailing Center's default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the within Lease, be deemed immediately to become the absolute and unconditional property of the City.

20.3 Termination. At the termination of this Lease the Sailing Center will peaceably and quietly deliver possession of the Property including all improvements permanently affixed to the land, and including any furnishings, fixtures, and equipment that the Sailing Center may have brought, placed, or constructed upon the premises to the City.

20.4 Costs of Suit. If, at any time, the City is required to enforce this Lease or to defend any action arising out of the facts connected with or caused by reason of the ownership by the Sailing Center of this Lease or the occupancy of the premises pursuant hereto, the Sailing Center shall owe and shall pay to the City all costs of court and reasonable attorneys' fees incurred or expended by them in conducting such defense or in enforcing the terms of this Lease. The amount of such costs and fees may, at the option of the City, be collected just as though such amount were an amount of rent then maturing and coming due.

ARTICLE XXI Quiet Enjoyment

21.1 Quiet Enjoyment of the Property. The City covenants and agrees with the Sailing Center that so long as the Sailing Center keeps and performs all of the covenants and conditions by the Sailing Center to be kept and performed, the Sailing Center shall have quiet and undisturbed and continued possession of the Property, free from any claims against the City and all persons claiming under, by, or through the City.

ARTICLE XXII

Right of Entry

22.1 City Right of Entry on the Property. The City and its agents shall have the right to enter upon the Property at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the Sailing Center in the conduct of the Sailing Center's business on the Property; and if the Property is damaged by fire, windstorm, or by any other casualty which caused the Property to be exposed to the elements, then the City may enter upon the Property to make emergency repairs; but if the City exercises its option to make emergency repairs, such act or acts shall not be deemed to excuse the Sailing Center from its obligation to keep the Property in repair and the Sailing Center shall, upon demand of the City, immediately reimburse the City for the cost and expense of such emergency repairs.

ARTICLE XXIII

Miscellaneous

23.1 Force Majeure. In the event that the City or the Sailing Center shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

23.2 Estoppel Certificates. Either party shall, without charge, at any time and from time to time hereafter, within ten days after written request of the other, deliver a written Certification duly executed and acknowledged to any mortgagee or purchaser or approved assignee or proposed mortgagee or proposed purchaser or proposed approved assignee, or any other person, firm, or corporation specified in such request. Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing it. The Certificate may make representations of the following facts:

23.2.1 Whether this Lease has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;

23.2.2 The validity and force and effect of this Lease, in accordance with its tenor as then constituted;

23.2.3 The existence of any default thereunder;

23.2.4 The existence of any offsets, counterclaims, or defenses thereto on the part of such other party;

23.2.5 The commencement and expiration dates of the term of this Lease; and

23.2.6 As to any other matters as may reasonably be so requested.

23.3 Consent not to be Unreasonably Withheld. Whenever the Sailing Center requests any consent, permission, or approval that may be required or desired by the Sailing Center pursuant to the provisions hereof, the City shall not unreasonably withhold or postpone the grant of such consent, permission, or approval.

23.4 Covenants Running with Land. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the City and Sailing Center and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein.

23.5 No Waiver. No waiver of a breach of any of the covenants in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

23.6 Arrears. All arrearages in the payment of rent shall bear interest from the date when due at the rate of eighteen percent (18%) per annum until paid.

23.7 Written Modifications. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing signed by the City, or its duly authorized agent or attorney.

23.8 Entire Agreement. This instrument contains the entire agreement between the Parties as of this date. The execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein and there are no collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

23.9 Notices. If either party desires to give notice to the other in connection with and according to the terms of this Lease, such notice shall be given by registered or certified mail and it shall be deemed given when deposited in the United States mails with postage prepaid and such notices shall be addressed as follows:

For the City:

Burlington City Attorney
Burlington City Attorney's Office
City Hall, 149 Church Street
Burlington, VT 05401

For the Sailing Center:

Executive Director
Lake Champlain Community Sailing Center
PO Box 64818
Burlington VT 05406-4818

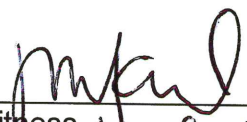
Nothing herein contained shall be construed as prohibiting the parties respectively from changing the place at which notice is to be given, but no such change shall be effective unless and until it shall have been accomplished by written notice given in the manner set forth in this Section.

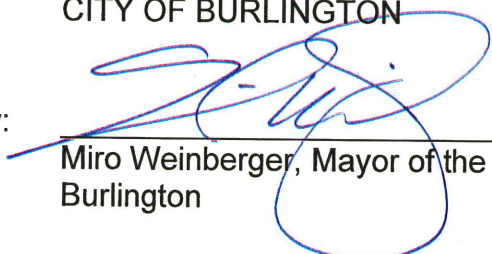
23.10 Facility Expansion. Any expansion of the Sailing Center Project, including both land side and water side improvements, whether or not permanently affixed and accordingly merged with the Property or fixtures shall be approved by the City prior to construction or installation and may result, in the sole discretion of the City in commensurate adjustments to the Leased term, including rent and fee for service adjustments.

ARTICLE XXIV Reversion Rights Upon Termination

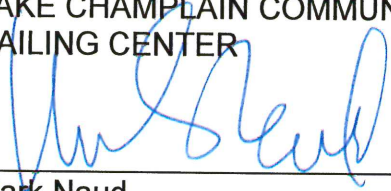
24.1 Reversion Rights of City. Upon the termination of the Ground Lease, whether during a Construction Term, the initial Operations Term or the renewal Operations Term, and whether the termination is voluntary or occurs as a result of uncured breach of this Lease by the Sailing Center, the City shall immediately have ownership of the Property, including all improvements permanently affixed and merged into the Property, and all fixtures on or attached to the Property including, but not limited to all docks not permanently affixed to and merged into the Property, and moorings.

IN WITNESS WHEREOF, the City and the Sailing Center have hereunto set their hands and seals this 21 day of March 2016.


 Witness Jennifer Kaulms

CITY OF BURLINGTON
 By: 
 Miro Weinberger, Mayor of the City of Burlington

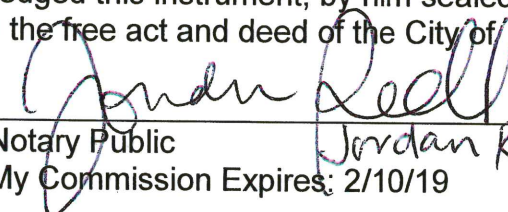

 Witness Kate Neubauer

LAKE CHAMPLAIN COMMUNITY
 SAILING CENTER
 By: 
 Mark Naud
 Executive Director

STATE OF VERMONT
 COUNTY OF CHITTENDEN, SS:

At Burlington, this 21 day of March, 2016, Miro Weinberger, Mayor of the City of Burlington, personally appeared, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the City of Burlington

Before me,


 Notary Public

My Commission Expires: 2/10/19

STATE OF VERMONT
 COUNTY OF CHITTENDEN, SS:

At Burlington, this 21 day of March, 2016, Mark Naud, Executive Director of the Lake Champlain Community Sailing Center, personally appeared, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the City of Burlington

29
Before me,

James R. Fordham

Notary Public

My Commission Expires: 2/10/19



Area within orange lines is the general area of the ground lease. The area denoted with light blue represents public access to be maintained.

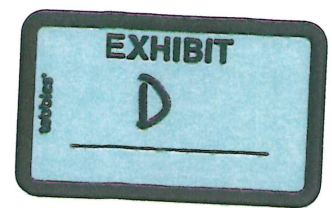


WAN Contract Reconciliation Spreadsheet

CSC Base Bid

February 12, 2016

Unit Item	Description	Unit	Unit Cost	Quantity	CSC MDU Cost	Line Item Totals	CSC Materials purchased/not installed	Notes
204.20	Trench Excavation of Earth	CY	\$ 23.00	416.67	\$ 10,416.67	\$ 10,416.67		
604.22	Sanitary Sewer Manhole	LF	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00		
628.35	PVC Sewer Pipe	LF	\$ 45.00	270.00	\$ 12,150.00	\$ 12,150.00		
629.27	Gate Valve with Valve Box, 4"	LF	\$ 700.00	1.00	\$ 700.00	\$ 700.00		
678.21	Electrical Conduit (4" Sch 80 PVC)	LF	\$ 17.00	1,080.00	\$ 18,360.00	\$ 10,462.50		
900.62	S.P. (Emergency Storage Tank)	EACH	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00		
900.64	S.P. (2" PVC Force Main)	LF	\$ 50.00	480.00	\$ 24,000.00	\$ 23,600.00		
				TOTAL	\$ 80,626.67	\$ 72,320.17		
CSC Shared Base Bid								
	Mob/Demob	Pro-rated cost			\$ 6,717.94	\$ 6,717.94		
	Traffic Control	Pro-rated cost			\$ 174.49	\$ 174.49		
	Soil Handling	Pro-rated cost			\$ 3,745.27	\$ 3,745.27		
	Stormwater	Pro-rated cost			\$ 65,488.05	\$ 65,488.05		
				TOTAL	\$ 76,125.75	\$ 76,125.75		
CSC Shared Soft/Design/Admin Costs								
	Consultant Design Engineering (RSG/CO)	Pro-rated cost			\$ 23,109.95	\$ 23,109.95		
	Contract Administration (Stentec, RSG)	Pro-rated cost			\$ 59,458.66	\$ 59,458.66		
	DPV Force Account Engineering	Pro-rated cost			\$ 12,413.29	\$ 12,413.29		
	Fee for Services - CEDO	Pro-rated cost			\$ 5,585.98	\$ 5,585.98		
	Environmental Soil Management (ICO)	Pro-rated cost			\$ 31,913.95	\$ 31,913.95		
	Construction Material Purchase	Pro-rated cost			\$ 69.80	\$ 69.80		
	Soil Disposal	Pro-rated cost			\$ 2,948.91	\$ 2,948.91		
	Contingency	Pro-rated cost			\$ 12,109.74	\$ 1,235.50		Tracer wire for sewer line and common excavation
				TOTAL	\$ 147,650.28	\$ 136,796.04		
CSC Coal Tunnel Outfall (from Phase 1)								
	Stormwater Portion	Pro-rated cost			\$ 23,372.36	\$ 23,372.36		
	CTO Soft Costs	Pro-rated cost			\$ 59,243.16	\$ 59,243.16		
				TOTAL	\$ 82,615.52	\$ 82,615.52		
				SUM TOTAL ABOVE	\$ 386,978.22	\$ 367,866.48		
CSC Storage Yard Bid Alternate A								
	Unit Item	Description	Unit	Unit Cost	Quantity	Cost		
	204.20	Trench Excavation of Earth	CY	\$ 30.00	170	\$ 5,100.00	\$ 772.50	
	204.30	Granular Backfill For Structures	CY	\$ 40.00	40	\$ 1,600.00		
	301.35	Subbase of Dense Graded Crushed Stone	CY	\$ 40.00	1270	\$ 50,800.00	\$ 777.00	
	401.10	Aggregate Surface Course	CY	\$ 40.00	640	\$ 25,600.00		
	678.21	Electrical Conduit (4" Sch 80 PVC)	LF	\$ 16.00	480.00	\$ 7,360.00	\$ 2,784.75	
	678.23	Wired Conduit (2" Sch 80 PVC)	LF	\$ 18.00	520.00	\$ 9,360.00		
	678.24	Electrical Wiring	LF	\$ 7.00	220.00	\$ 1,540.00		
	679.21	Junction Box	EACH	\$ 500.00	1.00	\$ 500.00		
	900.620	S.P. (4" Double Swing Gate 10" Tail)	EACH	\$ 11,000.00	2.00	\$ 22,000.00	\$ 5,062.00	12-foot slide gate
	900.620	S.P. (20" Double Slide Gate 10" Tail)	EACH	\$ 15,000.00	2.00	\$ 30,000.00	\$ 8,795.00	20-foot slide gate
	900.620	S.P. (Light Fixture B)	EACH	\$ 7,500.00	5.00	\$ 37,500.00	\$ 17,634.05	Light Fixture B
	900.620	S.P. (Meter Pedestal Unit)	EACH	\$ 2,500.00	1.00	\$ 2,500.00		
	900.640	S.P. (Ornamental Fence)	LF	\$ 130.00	653.00	\$ 84,890.00	\$ 40,403.65	ornamental fencing
	900.670	S.P. (Segmental Concrete Block Retaining Wall)	SF	\$ 40.00	1400.00	\$ 56,000.00		
				SUBTOTAL	\$ 334,750.00	\$ 4,334.25		
				15% Contingency	\$ 50,212.50	\$ 4,879.20		lute netting
				TOTAL	\$ 384,962.50			
TOTAL CSC Allocation								
					\$ 771,940.72	\$ 372,200.73	\$ 76,774.90	
City Allocation								
					\$ 500,000.00			
					Total spent	\$ 372,200.73		
					Remaining	\$ 127,799.27		



MEMORANDUM OF LEASE

This is a Memorandum of Lease made and entered into as of this ____ day of _____, 2016, by and between, the City of Burlington, a Vermont municipal corporation (hereinafter "Landlord"), with a principal place of business at 149 Church Street, Burlington, VT, and the Lake Champlain Community Sailing Center, Inc., a Vermont non-profit corporation (hereinafter "Tenant"), with a principal place of business at 234 Penny Lane, Burlington, VT, upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated March __, 2016 ("The Ground Lease"), are hereby incorporated by reference into this Memorandum.

2. **Demised Premises.** The Demised Premises which are the subject of the Ground Lease are more particularly described and as depicted in Exhibit A. The Premises or Property is subject to easements, rights of way, conditions, restrictions and limitations, including public access obligations pursuant to Vermont Housing and Conservation Board Grant of Development Rights and Conservation Restrictions, Public Trust Doctrine and other real property rights as recorded in the City of Burlington land records and more particularly described in the Ground Lease.

3. **Commencement Date of Lease.** The Lease shall be deemed to have commenced April 1, 2016, as set forth within the terms of the Lease.

4. **Term.** The Construction Term shall commence on the date hereof and terminate on upon the receipt of a Certificate of Occupancy from the City of Burlington or two years from the date of execution of the corrected Development Agreement (as approved by the City of Burlington City Council on March 7, 2016), whichever is sooner.

The Operational Term shall be for Thirty years (30) commencing at the conclusion of the Construction Term. Tenant shall have the right, at its election, to extend the term of the Lease by one (1) extension period of Thirty years (30) or in any other such manner as prescribed in the Lease.

The Operational Term Base Rent, Community Service Credit and Percentage Rent terms are more particularly described in the Development Agreement, Ground Lease and related Exhibits noted above.

5. **Duplicate Copies** of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Landlord and Tenant are as follows:

LANDLORD:	City of Burlington - City Hall 149 Church Street, Burlington, VT 05401
-----------	--

TENANT:	Community Sailing Center PO Box 64818 Burlington, VT 05406-4818
---------	---

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

THE CITY OF BURLINGTON

By: _____
Miro Weinberger, Mayor
Duly Authorized Agent

STATE OF VERMONT
COUNTY of CHITTENDEN, SS.

At Burlington, in said County, on the ____ day of _____, 2016, personally appeared, Miro Weinberger, Mayor of the City of Burlington and acknowledges this instrument by him, sealed and subscribed to be his free act and deed, and the free act and deed of the City of Burlington.

Before me,

Notary Public

Commission Expires

LAKE CHAMPLAIN COMMUNITY SAILING CENTER, INC.

By: _____
Mark Naud, Executive Director
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in said County, on the ____ day of _____, 2016, personally appeared, Mark Naud, Duly Authorized Agent of the Lake Champlain Community Sailing Center, Inc., and acknowledges this instrument by him, sealed and subscribed to be his free act and deed, and the free act and deed of the Lake Champlain Community Sailing Center, Inc..

Before me,

Notary Public

Commission Expires

Amendment A to Ground Lease Agreement between the City of Burlington and Lake Champlain Community Sailing Center, Inc.

This Amendment to the Ground Lease (“Lease”) between the City of Burlington, Vermont (the “City”) and Lake Champlain Community Sailing Center, Inc. (“Lessee”) is made this ___ day of _____, 2018. The City agrees to this Amendment solely for the purpose of assisting Lessee in obtaining financing from the Mascoma Bank or its successors or assigns (“Mascoma Bank”) in an amount up to \$1,330,000.00 for the purpose of financing the costs of its building)(the “Mascoma Loan”).

In consideration of the mutual promises contained in the Lease and other good consideration, the Parties hereby agree:

A. This Amendment shall apply only in the case of default by Lessee on its obligations to the Mascoma Bank (or its successors or assigns) under the Mascoma Loan that is the subject of this Amendment (a “Default”). A Default for the purposes of this agreement shall occur when Mascoma Bank, in compliance with the terms and conditions of the mortgage between Mascoma Bank and Lessee (the “Mascoma Mortgage;” which term includes any note(s) totaling up to \$1,330,000.00 given by Lessee to Mascoma and secured by the mortgage) sends a Notice of Default to Lessee with a copy to the City and the cure period provided Lessee has expired. Mascoma Bank shall give notice to the City within 15 days of the expiration of the cure period of Lessee. Beginning on the date of receipt of notice, the City shall have a 90 day period in which to exercise an option to purchase the Mascoma Mortgage for the outstanding amount due, or enter into a written agreement mutually satisfactory to Mascoma Bank and the City resolving the Default. In the event the City exercises the option to purchase the Mascoma Mortgage, all right, title, and interest of Mascoma Bank in the Property shall immediately be extinguished and this Amendment A shall terminate, and all liability and obligations of Lessee under the Mascoma Mortgage shall run to the City . In the event the City neither exercises the option nor enters into a written agreement mutually satisfactory to Mascoma Bank and the City resolving the Default, Mascoma Bank may proceed to foreclose or otherwise enforce the Mascoma Mortgage.

B. In the event of a Default and subsequent failure of the City to exercise the option or enter into an agreement with Mascoma Bank as allowed under Section A above, the City shall accept as a successor Lessee any entity with sufficient financial resources to reasonably perform under the Lease (“Successor Entity”) that can meet the broad mission of Lease: “To encourage and

celebrate the responsible use and long-term stewardship of Lake Champlain by fostering educational and recreational opportunities for all members of our community.”

C. Article III, Section 3.2.3 is amended to add the following:

The Community Service Credit will be applied to a Successor Entity for documented direct costs associated with activities that meet the Lessee’s general mission as stated in paragraph B above by making available to low-income participants or individuals with disabilities:

- Educational programs or activities;
- Leadership and life skills training;
- Recreational and watersports activities;
- STEM education, skills, or training.

The City and the Successor Entity may negotiate the category of programs that are eligible for Community Service Credit. In the event of a Default, Section 3.2.3.1 shall be deleted.

D. Article III, Section 3.3

The City, Mascoma Bank and a Successor Entity shall negotiate appropriate replacement categories of Percentage Rent that are applicable, appropriate and reasonably related to the services and offerings of the Successor Entity.

E. Article VI, Section 6.9 of the Lease is amended as follows: When Lessee obtains the Mascoma Loan, the City shall consider Lessee to have met this financial commitment.

F. Article XIV, Section 14.3.

As to a Successor Entity, “Sailing Center educational and recreation mission” shall be the Lessees General Mission as set forth in Sections B and C of this Amendment A.

E. Article XVI, Section 16.1.8 of the Lease is amended by adding the following:

Notwithstanding this provision, the City agrees to subordinate its interest in the building constructed by Lessee to the Mascoma Loan.

F. Article XVII, Section 17.1.1 of the Lease shall be suspended and not applicable during the period of time Mascoma Bank is holding the Property as Lessee pending resale and

assignment to a Successor Entity and shall restart for the purposes of calculation of duration of Community Service Credit Default Threshold when a qualifying third party becomes Lessee. The City and the Successor Entity may negotiate the amount and duration of Community Service Credit Default Threshold to ensure that Section 17.1.1 is appropriate for the category of programs that are eligible for the Community Service Credit.

G. Article XX, Section 20.1 shall be amended to add the following:

Any Successor Entity covenants and agrees that its use of the Property shall be consistent with the Public Trust Doctrine and the broad mission of Lessee: “To encourage and celebrate the responsible use and long-term stewardship of Lake Champlain by fostering educational and recreational opportunities for all members of our community.”

H This Amendment terminates and becomes ineffective on the date the final payment is made by Lessee on the Mascoma Loan. No provision of this Amendment shall apply to any other loan, financing, or obligation of Lessee. Nothing in this Amendment precludes Lessee from requesting future amendments of the Ground Lease, subject to the absolute discretion of the City to determine whether to consider such requests.

IN WITNESS WHEREOF, the City and the Lessee have hereunto set their hands and seals this ____ day of _____, 2018.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor of the City of Burlington

STATE OF VERMONT

COUNTY OF CHITTENDEN, SS:

At Burlington, this ____ day of _____, 2018, Miro Weinberger, Mayor of the City of Burlington, personally appeared, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the City of Burlington

Before me, _____
Notary Public
My Commission Expires: 2/10/19

LAKE CHAMPLAIN COMMUNITY
SAILING CENTER

Witness

By: _____
Owen Milne
Executive Director

STATE OF VERMONT

COUNTY OF CHITTENDEN, SS:

At Burlington, this ____ day of _____, 2018, Owen Milne, Executive Director of the Lake Champlain Community Sailing Center, personally appeared, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the City of Burlington

Before me, _____
Notary Public
My Commission Expires: 2/10/19

.

AMENDMENT B TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF BURLINGTON AND LAKE CHAMPLAIN COMMUNITY SAILING CENTER, INC.

This amendment to the Ground Lease (“Lease”) between The City of Burlington (the “City”) and Lake Champlain Community Sailing Center, Inc. (“Lessee”) is made this ____ day of October, 2023.

Background

- A. The parties entered into that certain agreement, dated as of March 21, 2016 (the “Ground Lease”), and as amended July 2018, in order to facilitate the development and operation of an educational and recreational community waterfront center.
- B. The parties desire to enter into this second Amendment in order to:
 - 1) Increase the Community Service Credit Cap; and
 - 2) Memorialize general public access to portions of the facility.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and the Lessee as follows:

- 1. In Section 3.2.3 (Community Service Credit), paragraph one the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The Base Rent shall be adjusted annually based on the level of community service provided by the Sailing Center in the prior calendar year. The Community Service Credit shall provide the Sailing Center with a direct, dollar for dollar, credit of up to Forty Thousand Dollars (\$40,000.00) against the Annual Base Rent for documented direct costs specifically associated with the Sailing Center’s mission-based programs and activities providing scholarship or subsidy to non-profit organizations, schools. or individuals. At the time the base rent increases to \$60,000, the Community Service Credit shall provide the Sailing Center with an additional direct, dollar credit for every two dollars of scholarship offered for up to an additional Ten Thousand Dollars (\$10,000) of credit against the Annual Base Rent.

- 2. In Article XXIII (Miscellaneous) a new paragraph shall be added:
Section 20.5 General Public Access.

- a. Restroom facilities shall be available to the general public when the facility is open. No members of the general public will be denied access to restroom facilities.
 - b. Upon completion of the expansion project, access and use of the sloped launch shall be available for use by the general public when the facility is open.
3. Except as specifically amended by the terms of this second Amendment, the Agreement remains in full force and effect. Unless specifically defined in this second Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this second Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Miro Weinberger, Mayor
Duly Authorized Agent

COMMUNITY SAILING CENTER, LLC

By: _____
Owen Milne, Executive Director
Duly Authorized Agent

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: Community Sailing Center Ground Lease Amendment

	Approval:	Meeting Date:
☒	Board of Finance	10/16/2023
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/11/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	10/11/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	10/11/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/11/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	10/11/2023	Katherine Shad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Ground Lease and Proposed Amendment
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

March 5th, 2024 Annual City Election

Date	Event	Statutory Authority	
Thursday, December 7th, 2023	First day to warn first public hearing on proposed Charter Amendments in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645(a)(3),(6) 17 V.S.A. 2642	Not earlier than 40 days prior to 1st Public Hearing
Monday, December 11th, 2023	Last practical date for City Council to propose Charter Changes (existing City Council meeting)	Practical consideration given City Council meeting schedule & posting copy of changes requirements in 17 V.S.A. 2645(a)(2), (3)(B)	
Monday, December 11th, 2023	Last day to file petition for Charter Change Ballot Question signed by 5% of voters with City Clerk	Practical consideration given Charter Change Hearing Warning Requirements in 17 V.S.A. 2645(a)(2)	
Tuesday, December 12th, 2023	Deadline for Clerk to return defective Charter Change petitions	17 V.S.A. 2642(a)(3)(B)	within 24 hours of receipt
Wednesday, December 13th, 2023	Deadline for petitioners to file supplementary petitions for Charter Change Ballot Question	17 V.S.A. 2642(a)(3)(B)	within 48 hours after petition returned by clerk
Wednesday, December 13th, 2023	First day to warn second public hearing if held for proposed Charter Amendments by posting in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645(a)(3),(6) 17 V.S.A. 2642	Not earlier than 40 days prior to 2nd Public Hearing
Sunday, December 17th, 2023	Last day to warn first public hearing on proposed Charter Amendments in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645 (a)(3),(6) 17 V.S.A. 2642	Not later than 30 days prior to 1st Public Hearing
Saturday, December 23rd, 2023	Last day to warn second public hearing on proposed Charter Amendments by posting in 2 public places, in clerk's office, & 2 public places in each ward	17 V.S.A. 2641(a) 17 V.S.A. 2645 (a)(3),(6) 17 V.S.A. 2642	Not later than 30 days prior to 2nd Public Hearing

Saturday, January 6th, 2024	Official copy of proposed Charter Amendments filed with the City Clerk & open for public inspection	17 V.S.A. 2645(a)(2)	at least 10 days prior to 1st Public Hearing
Friday, January 11th, 2024	Last day to publish warning of 1st and 2nd Charter Change Public Hearings, in newspaper designated in annual resolution as paper of publication	17 V.S.A. 3641(b)	at least 5 days before hearing
Tuesday, January 16th, 2024	City Council Designation of Paper to Publish Warning in annual resolution as paper of publication	17 V.S.A. 2641(b)	Annual designation of paper of general circulation to publish in
Tuesday, January 16th, 2024	First Public Hearing on proposed Charter Amendments (existing City Council meeting)	City Council Schedule; 17 V.S. at least 30 days prior to election	
Thursday, January 18th, 2024	Last day to file petition for non-Charter Change ballot question signed by 5% of voters with City Clerk	17 V.S.A. 2642(a)(3)(A)	not less than 47 days prior to election
Friday, January 19th, 2024	Deadline for Clerk to return defective petitions (non-charter)	17 V.S.A. 2642(a)(3)(B)	within 24 hours of receipt
Monday, January 22nd, 2024	Deadline for petitioners to file supplementary petitions (non-charter)	17 V.S.A. 2642(a)(3)(B)	within 48 hours after petition returned by clerk
Monday, January 22nd, 2024	Second Public Hearing on proposed Charter changes	City Council Schedule; 17 V.S.	If charter change is proposed by petition, the 2nd public hearing must be held no later than 10 days after the first public hearing
Thursday, January 25th, 2024	First day to post warning & notice of elections in same places as public hearing warnings were posted	17 V.S.A. 2641(a)	not more than 40 days prior to election
Thursday, January 25th, 2024	Last day for BCA/ City Council polling place designation	17 V.S.A. 2501(a)	at least 40 days prior to election
Thursday, January 25th, 2024	Last day for BRV to divide checklist into wards/district	17 V.S.A. 2501(a)	at least 40 days prior to election
Monday, January 29th, 2024	Deadline for filing nominating petitions, consent forms, and	17 V.S.A. 2681 (a)(1)(A),(a)(2) 6th Monday prior to election	

5:00 p.m.	endorsement forms for Councilors, Ward Officers, School Board, Mayor		
Monday, January 29th, 2024	Last practical date for revisions to proposed Charter Amendments by City Council	Practical consideration	
Monday, January 29th, 2024	Last practical date for City Council to approve non-Charter ballot questions (existing City Council meeting)	Practical consideration	
Tuesday, January 30th, 2024	Non-conforming petitions returned by Clerk	17 V.S.A. 2681(e)	within 24 hrs of receipt
Wednesday, January 31st, 2024 5:00 p.m.	Deadline to submit supplemental petitions (if necessary)	17 V.S.A. 2681(e)	Wed. after filing deadline 5:00 p.m.
Wednesday, January 31st, 2024 5:00 p.m.	Deadline for withdrawing consent to be on the ballot	17 V.S.A. 2681(d)	Wed. after filing deadline 5:00 p.m.
Sunday, February 4th, 2024	Last day to post election Warning & Notice	17 V.S.A. 2641(a)	not less than 30 days prior to election
Sunday, February 4th, 2024	Voter Registration Checklist Posted	17 V.S.A. 2141	at least 30 days prior to election
Sunday, February 4th, 2024	Last day to post election warnings & notice & checklist	17 V.S.A. 2641(a)	not less than 30 days before election
Wednesday, February 14th, 2024	Last date to receive Local Ballots	17 V.S.A. 2681a(a)	at least 20 days prior to election
Wednesday, February 14th, 2024	Last day to post copy of revised charter changes based upon comments at Public Hearings in all places hearing notices were posted	17 V.S.A. 2645(a)(4)(A)	no less than 20 days before election
Wednesday, February 14th, 2024	1st Publication of Bond Vote Warning Notice in Paper	24 V.S.A. 1756	3 consecutive weeks on the same day of the week with the last publication being not last than 5 or more than 10 days before the election and in five public places 2 weeks
Thursday, February 16th, 2024	Last day to post warning of public informational meeting on any public questions in 2 public places in the City & in	17 V.S.A. 2680(h)(1)	at least 10 days prior to Public Informational meeting

	the clerk's office		
Wednesday, February 21st, 2024	2nd Publication of Bond Vote Warning Notice in Paper	24 V.S.A. 1756	3 consecutive weeks on the same day of the week with the last publication being not last than 5 or more than 10 days before the election
Saturday, February 24th, 2024	Last day to post sample ballots for City Election in clerk's office & 2 public places in wards	17 V.S.A. 2522(a)	at least 10 days prior to election
Saturday, February 24th, 2024	Last day to Test Ballots and Voting Machines	17 V.S.A. 2493(b)	at least 10 days prior to election
Monday, February 26th, 2024	Practical day to hold Public Informational Meeting on non-Charter Ballot questions (exsiting City Council meeting)	17 V.S.A. 2680(h)(2)(A)	within 10 days of election
Tuesday, February 27th, 2024	No longer required to mail out defective ballot notices	17 V.S.A. 2546(b)	Beginning 5 business days before election
Wednesay, February 28th, 2024	3rd Publication of Bond Vote Warning Notice in Paper of General Circulation (7 Days or BFP)	24 V.S.A. 1756	3 consecutive weeks on the same day of the week with the last publication being not less than 5 or more than 10 days before the election
Thursday, February 29th, 2024	Last day to publish Warning and Notice of City Election in local paper of general circulation (7 Days or BFP)	17 V.S.A. 2641(b)	at least 5 days prior to election
Friday, March 1st, 2024	Last day to request that an Absentee Ballot be mailed to voter	Practical Consideration	
Monday, March 4th, 2024	Last day to request and vote by absentee ballot Clerk's Office to Close at 1:00pm Ballot Boxes to Close at 4:30pm	17 V.S.A. 2531(a)(1)(A)	
Tuesday, March 5th 7:00 a.m. to 7:00 p.m.	Election Day - Polls Open	17 V.S.A. 2561, 2640	
Friday, March 15th, 2024	Deadline to submit Charter Change materials to the	17 V.S.A. 2645 (b)(2)	Within 10 days of Election

Secretary of State's Office

Saturday, May 4th, 2024

Deadline to submit Voter Participation

17 V.S.A. 2593

Within 60 days of Election

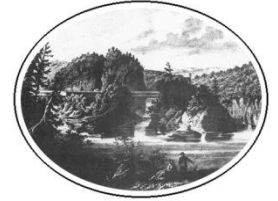


Winooski Valley Park District

Ethan Allen Homestead

Burlington, Vermont 05408

(802) 863-5744 info@wvpd.org www.WVPD.org



Date: October 5, 2023
To: Burlington City Council
From: Nick Warner Executive Director
Tim Larned, Park Superintendent
Lauren Chicote, Operations Manager
Cc: Mayor Miro Weinberger
Cindi White, Director Parks Recreation and Waterfront
Re: Annual Report from Winooski Valley Park District

Thank you for your continued support of the Winooski Valley Park District. I write to provide you updates on our activities highlighting the value of your annual investment – which is leveraged each year with grants, leasing, donated services and materials, volunteer labor and strategic partnerships.

A Vermont Regional Municipality, WVPD owns and manages 1,757 permanently conserved acres across eighteen public parks on behalf of its eight member towns. In Burlington this includes Ethan Allen Homestead, Salmon Hole/Riverwalk, Derway Island Natural Area, Derway Cove, Mayes Landing, Heineburg Wetlands and Valley Ridge. All WVPD parks are open to the public at no charge, and proactively managed for outdoor recreation and ecological health. Thanks to your annual support, this system is thriving and growing – with two new potential parks (in Williston and Winooski) coming online over the next several years.

Leveraging resources is a key strategy to maintaining and improving the WVPD park system. Grantsmanship for capital projects and strategic partnerships with public/private/non-profit entities are at the core of WVPD's operating principles. Volunteer-supported tree plantings, invasive plant management, trail maintenance, and special events and programs are all back to pre-pandemic levels, with multiple groups returning each year to assist.



As WVPD celebrates 50 years of existence, changes are occurring. We welcomed a new community into the fold (Essex Junction), are working on the addition of new parks in Williston and Winooski, and are upgrading park infrastructure and buildings.

WVPD continues to see significant increases in park use - a trend that has not abated since the start of the pandemic in 2020. WVPD's seasonal crew is fully engaged performing trail maintenance, litter pick-up, and managing the wear and tear of hard use throughout the WVPD's network of natural areas.

Even before the recent flood, natural events have been dominating WVPD's work: several large wind and ice storms this past winter resulted in multiple blow downs throughout several of the WVPD's trail networks, with WVPD staff spending many hours this past fall and winter clearing the trails - a process that continues. At the nine parks that were impacted by the recent flooding event, reconstruction of walking bridges, puncheon, steps, and washed-out areas is ongoing.

Flood Event Impacts and Response

While presenting operational challenges, the recent flood has reinforced the importance of WVPD's role as owner/manager of floodplains, shoreline, and wetlands – all of which are working to mitigate floodwaters. Resilience is built into our system: despite significant damage to WVPD's pedestrian infrastructure and shoreline erosion and siltation, no buildings, vehicles, or other infrastructure were impacted.



WVPD Parks Impacted by the Flood Event

Ethan Allen Homestead: entire floodplain inundated, bridges/puncheons dislodged, trails washed out, significant silt and debris, eight acres of crops destroyed.

Delta Park: significant debris and trash accumulated from high water.

Derway Island: entire peninsula inundated, trails washed out, shoreline eroded.

Derway Cove: approx. 8,000 square feet of shoreline lost along with several mature trees.

Heineburg Wetlands: completely inundated with floodwater (no mitigation needed).

Macrae Park: historic bridge completely overtopped, parking area washed out, trees down.

Mayes Landing: approx. 2,000 square feet of shoreline lost, foundation of bicycle bridge exposed.

Muddy Brook: park completely inundated; infrastructure dislodged.

Riverwalk: trail completely overtopped, multiple boardwalks and bridges dislodged/damaged.

Salmon Hole: completely submerged during the flood, with multiple washouts.

Woodside Park: The highest water levels were observed here, with multiple bridges dislodged/damaged.



To mitigate the damage caused by the flooding, WVPD:

- received a \$7,500 grant from the VT Flood Response & Recovery Fund 2023 of the Vermont Community Foundation which will cover the cost of materials, rental of dumpsters and equipment;
- applied for and received another \$7,500 grant from the Lake Champlain Basin Program which will cover labor costs associated with flood mitigation;
- has started filing insurance claims with PACIF for several bridges, stairs and puncheon;
- is responding to significant shoreline loss and erosion at Derway Cove and Mayes Landing, seeking additional resources to stabilize the shoreline with plantings and native materials.



Capital projects and Initiatives in Burlington

Museum Barn Roofing Replacement

- Thanks to a CDBG grant, the first phase of roofing shingles is in the permitting stages for the Museum Barn and will be under construction in late 2023.

Allen House water Damage Repairs

- Utilizing WVPD Capital Funds, work is commencing on drainage system upgrades and repair of water damage at the 18th century Allen House cabin.

Derway Cove

- WVPD will improve the surface material at the canoe/kayak launch ramp at Derway Cove
- Damage and shoreline loss from recent flooding will be addressed in stages over the next 1-2 years.

Wetlands Walk North

- A popular 360' elevated boardwalk at Ethan Allen Homestead park built in 1992 and now closed, WVPD will commence work on the first sections of the new boardwalk. Funds for phase 1 have been secured through a Vermont Outdoor Recreation Economic Collaborative (VOREC) Grant in partnership with the City of Burlington's Recreation, Parks, and Waterfront Department.

Mobilizing for the Future

With climate change and water quality issues dominant, WVPD finds itself at the forefront of the movement to preserve lands that can contribute to positive ecological change.

Originally formed in response to the rapid land use changes in the late 1960's and 70's, WVPD's mission was focused on preserving areas of scenic beauty and providing recreational access. While these values persist, WVPD is increasingly focused on ecological values and the ability of our landscapes to process floodwaters, host rare and endangered species, and provide top quality habitat – all while providing robust public access.



The recent flood event in Vermont, which enveloped nine WVPD parks, reduced miles of trails into torrential streams, and carved off thousands of square feet of shoreline, further motivates WVPD Staff and Board to carry out our mission.

The staff and Board of Trustees thank you for your continuing support of WVPD. We will continue to work to build value into the investments made each year by our member towns.



Lori Olberg

From: City of Burlington Vermont
Sent: Thursday, October 12, 2023 11:38 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Andrew Judge

Reply to e-mail Address: ajudge84@aol.com

Subject: Disappointment

Message: It was our anniversary trip, first time in Burlington! I did not realize it was such a dump. Outside of church street is filled will addicts and homeless. No cops at all, seems like the place is lawless and was such a disappointment!
M

Submitted on Thursday, October 12, 2023 - 23:38 from IP address: 2600:387:f:5d11::c

Check IP address location: <https://viewdns.info/iplocation/?ip=2600:387:f:5d11::c>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: Samantha Sheehan
Sent: Thursday, October 12, 2023 3:07 PM
To: Charles Cole; Lori Olberg
Subject: Re: VTANG Letter of Support

Hi Charlie,

Thank you for your support. CC'd here is Lori Olberg in the Clerk Treasurers office and she will see that the Council receives your letter.

Best,
Samantha

From: Charles Cole <ccole@ESSEX.ORG>
Sent: Thursday, October 12, 2023 2:48 PM
To: Mayor's Office <mayor@burlingtonvt.gov>; Samantha Sheehan <ssheehan@burlingtonvt.gov>
Subject: VTANG Letter of Support

Some people who received this message don't often get email from ccole@essex.org. [Learn why this is important](#)

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

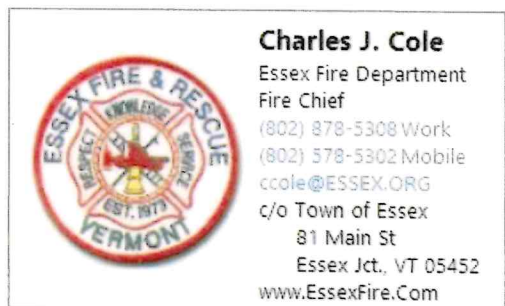
Good Afternoon Mr. Mayor and Ms. Sheehan,

I apologize if this is not the correct avenue to submit a letter for consideration, but I was hoping to get the attached letter of support included in our City Council packets for their October 23rd meeting. I understand that they may be discussing the extension of the lease for the Vermont Air National Guard. I know that we're not tax payers of the City, however I wanted to offer our support in keeping the VTANG here for as long as possible.

I thank you for your consideration in including our letter.

Stay well,

Charlie



Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.



ESSEX FIRE DEPARTMENT



81 MAIN STREET • ESSEX JCT., VT • 05452
PHONE: (802) 878-5308
WWW.ESSEXFIRE.COM

RESPECT - KNOWLEDGE - SERVICE

Hon. Miro Weinberger, Mayor
Members of the City Council
City of Burlington
City Hall
Burlington, VT 05401

October 12, 2023

Dear Mayor and City Counselors,

I am writing on behalf of the men and women of the Essex Fire Department in support of the Vermont Air National Guard, especially their Fire Department. Their team of highly and uniquely trained personnel provide an invaluable service to the Burlington International Airport and the region.

They are the only fire service in Vermont who are trained and equipped to handle aircraft emergencies, but they also perform many other critical functions. They are active partners in the Chittenden County Fire Mutual Aid system providing immediate assistance to neighboring communities, including Essex, whenever called. They bring firefighting, confined space, aircraft, swift water, hazardous materials, and emergency medical expertise. Some of these services are specialized skills that area fire departments do not provide to their communities.

The airwing portion of the Vermont Air National Guard has a well-documented history of defending our community, the State, and our Country. 9/11 will always remain as solid proof of the value of the 158th Fighter Wing.

One must also be reminded of the Guard's State Partnership program that VTANG is actively involved in. I have personally seen the benefit of this program when I was invited to accompany members to Macedonia in 2014 where I participated in the humanitarian cooperation as representatives of Vermont and America.

We respectfully encourage you to vote in favor of extending their lease to ensure a long-term relationship.

Thank you for your consideration.
Respectfully,

Charles J. Cole, Fire Chief

**R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641**

October 12, 2023

10/12/23 10:19:28

Governor Phil Scott
109 State Street, Pavilion
Montpelier, VT 05602

**RE: "THE PRINCIPLES WE HAVE CHOSEN
TO ATTACK (THE DRUG PROBLEM)
HAVE NOT CHANGED"**

Governor:

Local, television news this morning broadcast recording of your remarks pertaining to the illegal drug-abuse crisis manifesting in Burlington City. By your remarks you make apparent that you have no intention of cleaning-up the problem of street-level availability of federally controlled substances in Vermont and the mafia-organization by which illegal drugs in Vermont are imported and distributed.

The "principles" chosen by the political agency of the State to attack the drug-problem in the State are proven failure: In consequence of the implementation of policies and programs guided by the State's "principles" regarding illegal drug-abuse and drug-overdose deaths, illegal drug-abuse and drug-overdose deaths have increased to record numbers.

Your "principles" involve only life-preservation of every potential purchaser of illegal drugs; thus, your "principles" in operation and fact, only protect and advance the interests of the mafia of dealers involved in illegal transportation and distribution of federally controlled substances.

Street-level availability of federally controlled substances only advances the problem of drug-abuse and related violent crime; and so long as illegal substances continue to be freely trafficked on the streets without fear of arrest and penalty, drug-addicted persons will continue to feed the money-making mafia-racket of dealing drugs. The only genuine solution to the problem of the availability of controlled substances is arrest of the illegal activity and organization that make illegal drugs available in Vermont.

Arrest criminal, drug-related activities in accordance with law and eliminate the illegal availability of federally regulated and controlled substances in the State of Vermont. Heroin and cocaine originate exclusively outside of the territory of the United States and the State of Vermont, and therefore the importers and distributors of heroin and cocaine in Vermont are involved in international drug-trafficking operations, and they should be regarded as such.

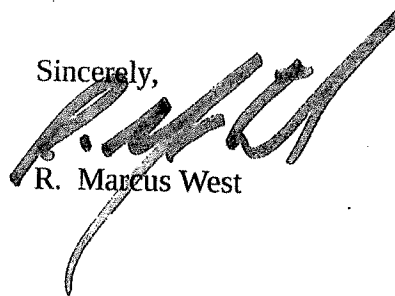
There is no excuse for the drug-happy mania of the political agency of the State, and the proof of the moral and social failure of the State's "principles" is obvious.

Drugs are a deal-breaker. Mafia form of government is a deal-breaker. The *Green Mountain Mafia* may be good for "business", but it is bad for people and society.

Under federal law, it is treason to defeat or even to delay the execution of any law; and ACCORDINGLY, you shall direct the police power of the State of Vermont to uphold and support the citizens' Constitutional right to equal protection of the authority of law of the *Controlled Substances Act* of the United States (21 USC §811) and to faithfully execute the law against the identified drug-criminals of the State of Vermont.

Passive assistance of crime in public office is positive act of omission by public officer, and renders you to be equally criminal in character. You cannot hide the bad egg that you are.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Marcus West', written over the typed name.

R. Marcus West

cf: Miro Weinberger, Burlington City Mayor
Burlington City Council
Burlington City Police
Lt. Governor David Zuckerman
Senate President, pro tempore, Philip Baruth
House Speaker Jill Krowinski
Attorney General Charity Clark
Chittenden County State's Attorney, Sarah George
Chittenden County Sheriff
US Attorney, District of Vermont, Nikolas Kerest

25 OCT 17 AM 10:45

Lori Olberg

From: City of Burlington Vermont
Sent: Saturday, October 14, 2023 3:52 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Coralyn Guidry

Reply to e-mail Address: dasanimikel@yahoo.com

Subject: War Israel

Message: Dear City Hall of Burlington Vt.

My name is Coralyn Guidry, I am God's Prophet because he asked me to speak his name. I'm speaking God's Truth. Having people come together supporting the war in Israel. We have been doing it wrong long enough. War is wrong. We need to ask for God's help put down the weapons down, if we want peace we have to be the peace. Continuing to do it as we have done for decades No one wins. God is asking that we listen, will someone please hear how we begin to do as Jesus told us. He is the way. I am just the messenger, God doesn't like it if someone is mean to me.

Thank you for your time

Coralyn

Put down our ego's

Submitted on Saturday, October 14, 2023 - 15:51 from IP address: 2601:19b:c602:6bf0:ad8a:7b00:d420:788c

Check IP address location: <https://viewdns.info/iplocation/?ip=2601:19b:c602:6bf0:ad8a:7b00:d420:788c>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: City of Burlington Vermont
Sent: Saturday, October 14, 2023 7:28 AM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Brad Wiltfong

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

Subject: Support the UVM Students Demanding Safer Crosswalks on Campus

Message: Hello,

My name is Brad Wiltfong. I am a citizen of Burlington in Ward 7 who commutes around the city by bike/walk/transit.

Per this article from WCAX, please support the students demanding safer crosswalks on campus.

<https://www.wcax.com/2023/10/12/uvm-students-push-change-busy-crosswalk/?outputType=amp>

There is a growing problem with the safety of our streets in Burlington and the country at large. We know this is dangerous and unsustainable.

The amount of reckless and dangerous driving from people in cars in Burlington is egregious. This must be addressed with meaningful, well planned, and committed infrastructure and enforcement improvements.

Please address the concerns BEFORE someone is killed here.

Automated traffic enforcement, narrowing of lanes, expansion of transit, and raised crosswalks are proven methods of increasing road safety.

The amount of daily traffic in and out of Burlington through the Main St corridor is absurd, unsustainable, and dangerous.

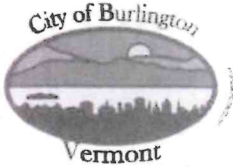
Address this growing issue by expanding transit, improving enforcement, and improving the infrastructure through proven means.

We know this present transportation paradigm is unsustainable. Please do something to improve the safety and sustainability of our roads around campus now.

Thank you,
Brad

Submitted on Saturday, October 14, 2023 - 07:28 from IP address: 65.183.154.238

Check IP address location: <https://viewdns.info/iplocation/?ip=65.183.154.238>



Fee \$25.00

May 1, 2023 — April 30, 2024

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name The Switchback Beerworks, Inc.
2. D/B/A (Business Name) Switchback Brewing Co.
3. Bus. Phone (802) 651-4114
4. Business Address 160 Flynn Ave, Burlington, VT 05401
5. Mailing Address PO Box 4210, Burlington, VT 05406
6. Contact person Amy Lieblein
7. Contact Phone (802) 651-4114
8. Email contact address amy@switchbackvt.com

\$25.00 9/27/23
pdchv# 1108

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event October 28, 2023
4. Proposed Hours for this Special Event 1:00 - 6:00 PM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Lawn on brewery property. see attached figure.

Tap Room has indoor and outdoor entertainment permit.

For this Proposed location please answer the following questions:

- a) Occupancy Load 500
- b) # of Restrooms 3
- c) # of Egresses 2
- d) Date of last Fire/Safety Check 4/20/2023
- e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No
- g) Will additional staff and/or security be required? Yes or No
Switchback staff acting as security.

(Continued on back)

PART III

Fee \$25.00

DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description Family-friendly Halloween party at Switchback
presented by Vermont Construction Co. 2 bands on
stage with sand provided by DarkStar productions.
Local vendors, outdoor bar, photo booth, family
friendly activities. Part of event benefit Green Mountain
Habitat for Humanity and Humane Society of Chitt. County
Goal = 520 tickets sold

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 9/19/2023

SIGNATURE OF APPLICANT Amy Lieblein

PRINT NAME: Amy Lieblein

RELATIONSHIP TO BUSINESS Employee (event manager)

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 10/18/23, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

HALLOWEEN BLOCK PARTY

*FINAL LAYOUT SUBJECT TO CHANGE





Fee \$25.00

May 1, 2023 ---- April 30, 2024

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name The Switchback Beerworks, Inc.
2. D/B/A (Business Name) Switchback Brewing Co.
3. Bus. Phone (802) 651-4114
4. Business Address 160 Flynn Ave, Burlington VT 05401
5. Mailing Address PO Box 4210, Burlington VT 05406
6. Contact person Amy Lieblein
7. Contact Phone (802) 651-4114
8. Email contact address amy@switchbackvt.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event October 28th, 2023
4. Proposed Hours for this Special Event 1:00 PM - 6:00 PM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Lawn on brewery property. See attached figure.

Tap Room
has indoor
and outdoor
entertainment
permit

For this Proposed location please answer the following questions:

- a) Occupancy Load 500 b) # of Restrooms 4 c) # of Egresses 2
d) Date of last Fire/Safety Check 4/20/2023 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

↳ Switchback staff
acting as security

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description Family-Friendly Halloween party at switchback
presented by VT Constuction. Two bands on stage
with sound provided by Darkstar productions.
Local vendors, outdoor bar, photo booth, family
friendly activities. Parts of event benefit Green
mountain Habitat for humanity and Humane Society
of chitt. County. Goal = 500 tickets sold.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 9/19/2023

SIGNATURE OF APPLICANT Amy Lieblein

PRINT NAME: Amy Lieblein

RELATIONSHIP TO BUSINESS events Manager

OFFICE USE ONLY

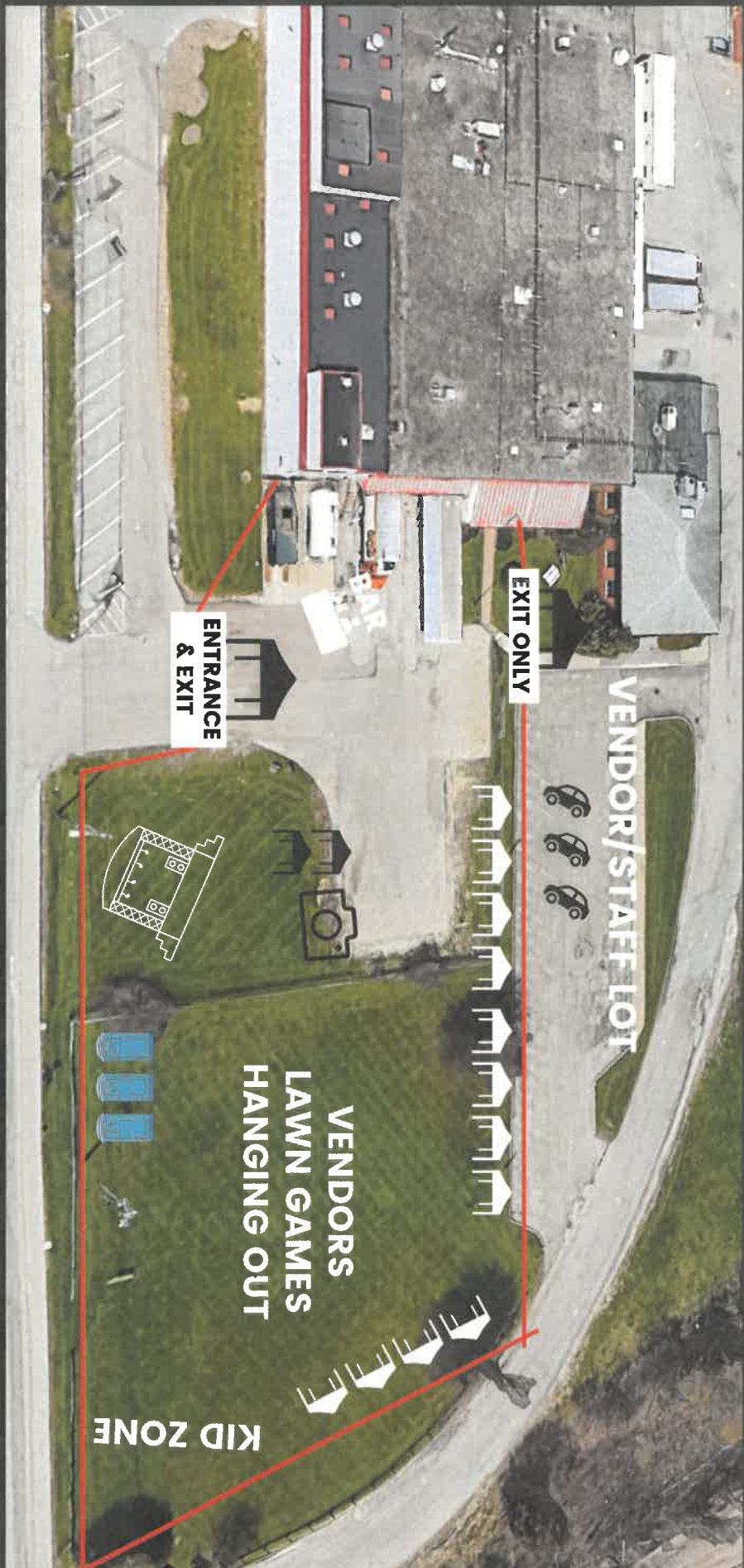
Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

HALLOWEEN BLOCK PARTY

*FINAL LAYOUT SUBJECT TO CHANGE





Fee \$25.00

May 1, 2023 ---- April 30, 2024

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name__Burlington City Arts & Burlington Workforce Development
2. D/B/A (Business Name)_____ 3. Bus. Phone __802-846-2523_____
4. Business Address__135 Church St, Burlington, VT 05401_____
5. Mailing Address ____135 Church St, Burlington, VT 05401_____
6. Contact person __Zach Williamson_____ 7. Contact Phone __802-846-2523
8. Email contact address __zwilliamson@burlingtoncityarts.org_____

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or **No**
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or **No**
3. Proposed Date(s) for this Special Event: November 18-December 23, Fridays, Saturdays & Sundays
4. Proposed Hours for this Special Event: Fridays 2-6pm, Saturdays 12-6pm, Sundays 12-4pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
City Hall Park

For this Proposed location please answer the following questions:

- a) Occupancy Load: 1,000 at a time b) # of Restrooms 3 c) # of Egresses 5
- d) Date of last Fire/Safety Check _____ e) Dancing by Patrons? Yes or **No**
- f) Amplified Music? **Yes** or No g) Will additional staff and/or security be required? **Yes** or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description

BCA and BWD's Love Burlington are pleased to partner again to present the **BTV Winter Market**. This outdoor market is made up of 20 heated and electrified vendor sheds, arranged in City Hall Park with lighting, garland and warming stations.

Through an open call to artists, we received 108 vendor applications and are pleased to present a rotating line up of over 81 vendors.

This market is a great opportunity for artists and small businesses. We staff the market and provide holiday music. We also plan to present a DJ on Fridays from 4 to 6pm. We provide a loading zone on College Street by reserving 4 parking spaces.

We have hired Chocolate Thunder Security to provide site supervision during set up, throughout the operating hours of the market, and during load out.

American Flatbread will be providing bar services on select market weekends and will seek an offsite catering license through the DLC.

The market is presented by Vermont Construction Company with support from Homeport.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 10/12/23

SIGNATURE OF APPLICANT *Zach Williamson*

PRINT NAME: Zach Williamson

RELATIONSHIP TO BUSINESS Festival and Event Director

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



Fee \$25.00

May 1, 2023 ---- April 30, 2024

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name__Burlington City Arts__
2. D/B/A (Business Name)_____ 3. Bus. Phone __802-846-2523_____
4. Business Address__135 Church St, Burlington, VT 05401_____
5. Mailing Address ____135 Church St, Burlington, VT 05401_____
6. Contact person __Zach Williamson_____ 7. Contact Phone __802-846-2523_____
8. Email contact address __zwilliamson@burlingtoncityarts.org_____

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or **No**
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or **No**
3. Proposed Date(s) for this Special Event: December 31, 2023
4. Proposed Hours for this Special Event: 11am (12/31) to 12:30am (1/1)
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

Waterfront Park, ECHO Center, Contois Auditorium, BCA Center, Unitarian Church, VT
Comedy Club, Skinny Pancake and Foam Brewery.

For this Proposed location please answer the following questions:

- a) Occupancy Load: Varies across venues b) # of Restrooms Min 2 per venue c) # of Egresses_per
fire code at each venue.____
- d) Date of last Fire/Safety Check _____ e) Dancing by Patrons? **Yes** or No
- f) Amplified Music? **Yes** or No g) Will additional staff and/or security be required? **Yes** or No

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description: **Highlight 2023** is Burlington's community New Year's Eve celebration. We are fortunate to work with many private establishments and city teams to bring a VT-based celebration to the greater Burlington area on New Year's Eve. Featuring the community driven Bright Ideas Project, over half of our programming is brought to the celebration from the artists, chefs, and idea creators whose ideas we fund and help to realize on New Year's Eve.

By and large, it is a big night for VT-based artists big and small. Through Highlight, BCA funds them, provide logistical and event support and give them a stage to perform on during a big night in Burlington.

Tickets are via a universal button, which is available from November 1-December 1 for \$12 and for \$15 in December. We also hand out buttons to anyone who wants one. The event takes place at both indoor and outdoor locations. Our initial programming will be announced on November 1 and our complete programming roll out is on November 30.

Our plans include temporary bar service in the following venues. We are working on securing bar services and they will all get DLC permits and submit COIs to the city. Venues with temporary bars include Waterfront Park, the ECHO Center, Contois Auditorium and the BCA Center.

BCA will coordinate with nearby businesses per usual. Chocolate Thunder to provide security. Police and Fire to remain informed.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 10/12/23

SIGNATURE OF APPLICANT Zach Williamson

PRINT NAME: Zach Williamson

OFFICE USE ONLY

RELATIONSHIP TO BUSINESS Festival and Event Director

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 10/18/23, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

BCA

To: Board of Finance and City Council

From: Doreen Kraft, BCA Director

Date: October 12, 2023

Subject: Presentation and Approval of Solar Eclipse Budget and Program

Executive Summary

On April 8, 2024, Burlington will be in the path of totality for a rare solar eclipse, along with several other Vermont cities and towns including Montpelier, St. Albans and St. Johnsbury. Cities across the globe become destinations when they are in the path of totality, and as a result, must develop a safety plan to manage a substantial increase in vehicular traffic and influx of visitors. Many cities also develop culture and tourism plans to encourage spending and return visits by a new audience generated by the eclipse. Estimates for Burlington range from 50,000 to 150,000 visitors between April 6 and 9, 2024. BCA is seeking budget approval for the event of up to \$439,335 to ensure that the City is prepared to manage the public health, safety and amenity requirements for the influx of visitors, and to invest in Burlington's immediate and long-term economic future and community building through Burlington's substantial arts, culture and learning opportunities.

Background

Total solar eclipses are rare - the last total eclipse in Burlington was in 1932 and the next one will not be until in 2106. People across the globe travel to total solar eclipse locations to experience the cosmic event, to learn more about the phenomenon, and to explore the culture and history of the places where they occur.

On May 15, 2023, the Burlington City Council adopted resolution 6.02 stating that the City and Council planned to produce an "unprecedented and unique event" around the total solar eclipse. Hello Burlington will feature an eclipse tourism expert at their Destination BTV summit on November 15, 2023 to help regional businesses prepare for the eclipse, and work has also been done to assist in promoting regional accommodations and amenities for a number of months, in an effort to help drive visitors to the area. Burlington hotel searches this summer for April 5 to 8, 2024 were up 4,515%. Recent Expedia searches show very little availability left with rooms going for \$646 a night in

South Burlington and \$884 a night in Burlington, and \$1000 per night for AirBnB. This indicates that people intend to flock here as they have for other cities.

Examples from the 2017 total eclipse include:

- Hopkinsville, Kentucky, population of 30,800, over 100,000 visitors
- Sweetwater, Tennessee, population 6,000, 50,000 visitors
- The Idaho Falls area saw an estimated 300,000 visitors over the days around the eclipse. The Idaho DOT tracked visitors from Austria, Australia, Canada, China, Denmark, France, India, Ireland, Mexico, Japan, New Zealand, Poland, and the UK with approximately 71,000 more cars entering their state than average
- Glendo, Wyoming, population of just over 200, 70,000 to 90,000 visitors

Burlington's Plan

BCA's event and communication staff will spearhead plans to prepare for the influx of visitors in collaboration with many city departments in the model of the Resource and Recovery Center activities during the pandemic. The highest priority will be placed on providing basic health and safety services (see budget outlined on page 3) alongside public communications to ensure a safe, enjoyable visit for all and that visitors use public locations for viewing the eclipse that the City has prepared, to ensure crowd management and to protect residents from unwanted neighborhood traffic as much as possible.

To maximize the economic impact for our community, City Departments including Burlington's Business and Workforce Development Department will collaborate with BCA communications efforts to amplify and promote the activities of our business and institutional partners. BCA will also produce programming geared to promote Burlington's artists and creatives, its' cultural learning opportunities, world-class local cuisine, and unique shops and businesses to encourage visitors to return to BTV in the years ahead. Additionally, BCA will facilitate opportunities for neighborhoods to connect with one another and make this phenomenon a special memory.

To meet basic obligations to public safety, we propose the following sources:

- City Contribution. The City budget will contribute \$120,000 to this effort which can be done without affecting the unassigned fund balance through a reallocation of unspent ARPA funds that will be used to replace under budget revenues from FY23.
- City Council Initiative Fund. Upon the recommendation of Councilor Paul, we are requesting \$30,000 of this fund be used for Solar Eclipse expenses – please note this amount was rolled over as unused funds in FY23

We will look for opportunity to recover some of the general fund money spent.

Earned Revenues are proposed conservatively as follows:

- Parking and Camping Fees. We expect to collect \$30,000 in fees for temporary parking sites designed in partnership with the police and fire departments, and additional temporary

camping sites added on Perkins Pier in partnership with the Parks Department and BED. The implementation of the temporary parking spaces may require further approvals from this body and we shall seek authorization as necessary.

- Sales of merchandise. Income is budgeted conservatively to cover costs (currently budgeted at \$59,335), but we believe there is potential for greater sales that could positively benefit BCA and the general fund.

We expect to fundraise \$200,000 from the private sector which roughly matches the City's funding. The City's funding will go towards public health and safety and additional funds raised will support the enhancements that invest in Burlington's economics immediately and for the future.

- Corporate Donations. Hello Burlington has confirmed participation in an enhanced event by Burlington hotels. A recent presentation by the Mayor and BCA staff to several potential corporate funders was positively received. We have confidence in our ability to raise \$200,000 to ensure a memorable event; however, if a total of \$200,000 is not raised by November 15, expenses and programs will be reduced to ensure a balanced outcome that does not impact the general fund.

Proposed Expense Budget and Sources (see next page):

PUBLIC HEALTH, SAFETY AND BASIC AMENITIES BUDGET	
Event Staff (in addition to regular positions)	32,000
Communication and promotion	49,000
Police Fire and Emergency Operations	9,935
Traffic Control	27,760
Security	8,130
Bathroom Rentals	11,960
Trash/Recycling	6,500
Site preparations, supplies, and clean up	29,825
Shuttle	7,760
Merchandise	52,325
TOTAL PUBLIC HEALTH, SAFETY AND BASIC AMENITIES	235,195
EVENT AND TOURISM INVESTMENT BUDGET	
Event Marketing	20,500
Ancillary weekend programming	24,000
Performers and Talent	22,000
Local Astronomist and Host	5,000
Turf Protection	15,000
Stage sound, lighting, video	57,000
Audio Streaming	4,000
Site Design and infrastructure	21,670
Site Rental and Hospitality	12,000
Pine St. and Perkins Pier RV Temporary set up	22,970
EVENT AND TOURISM INVESTMENT BUDGET	204,140
TOTAL PUBLIC HEALTH, SAFETY AND BASIC AMENITIES & EVENTS TOURISM	439,335
SOURCES	
Merchandise Sales	59,335
Parking and Camping Fees	30,000
City Council Initiative Fund	30,000
Corporate Donations	200,000
City Budget via ARPA revenue replacement	120,000
TOTAL SOURCES	439,335

Motions

Board of Finance Motion:

Move to approve and recommend that the City Council create and approve the Solar Eclipse Public Health, Safety, Amenities and Events plan budget as detailed in the chart herein, in an amount not to exceed \$439,335 and to authorize the Chief Administrative Officer to make any necessary budgetary amendments and transfers of funds to carry out this initiative.

City Council Motion:

Move to create and approve the Solar Eclipse Public Health, Safety, Amenities and Events plan budget as detailed in the chart herein, in an amount not to exceed \$439,335 and to authorize the Chief Administrative Officer to make any necessary budgetary amendments and transfers of funds to carry out this initiative.

Board of Finance and City Council Submission Checklist

Department: Burlington City Arts Submitter: Doreen Kraft

Title/Subject: Funding for the April 8, 2024 Total Solar Eclipse

	Approval:	Meeting Date:
☒	Board of Finance	10/16/2023
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/6/2023	Doreen Kraft
Mayor's Office informed and approved memo	Yes	10/12/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	10/12/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/12/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	10/10/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Monday, October 9, 2023 2:48 PM
To: claire.forbes@uvm.edu; lisa.kingsbury@uvm.edu; lani.ravin@uvm.edu;
nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org;
NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg;
anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov;
AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: 4C0637-2C Act 250 Land Use Permit - University of Vermont & State Agricultural
College - Exhibit List - COS
Attachments: 4C0637-2C permitexhibitlistcos.pdf

For a full list of all
additional text, please
contact the City Clerk's Office

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

Attached is Act 250 Land Use Permit 4C0637-2C - University of Vermont & State Agricultural College - Exhibit List - COS.

Act 250 District Office - Essex (District 4 Environmental Commission)

111 West Street
Essex Junction, VT 05452

Christine Commo *NRB Technician*

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

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Thursday, October 12, 2023 10:27 AM
Subject: Press Release: Governor Phil Scott Announces \$6 Million In Vermont Outdoor Recreation Economy Grants

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



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

State of Vermont
 OFFICE OF THE GOVERNOR

For Immediate Release

Thursday, October 12, 2023

Contacts

Jason Maulucci, Press Secretary
 Office of the Governor
Jason.Maulucci@vermont.gov

Lauren Pyle, Outdoor Recreation Grants Manager
 Department of Forests, Parks, and Recreation
lauren.pyle@vermont.gov

Governor Phil Scott Announces \$6 Million In Vermont Outdoor Recreation Economy Grants

Berlin, Vt. - Governor Phil Scott and the Vermont Outdoor Recreation Economic Collaborative (VOREC) today announced \$6 million in funding will be available to support communities across the state to strengthen their local outdoor recreation economies, including support for communities to recover flood impacted outdoor recreation resources and projects to expand outdoor equity.

The VOREC program – [established by Governor Scott in 2017](#) and jointly led by the Vermont Department of Forests, Parks, and Recreation (FPR) and the Vermont Agency of Commerce and Community Development (ACCD) – has opened the 2023 VOREC Community Grant Program and is now [accepting applications](#).

"Vermont's outdoor recreation economy is one of our strongest assets and is a key component of our economy and brand," said Governor Scott. "These grants help us enhance Vermont's outdoor recreation opportunities and support the economic development in communities in all 14 counties."

"We are expanding the VOREC Community Grant Program to serve the needs of communities," said Becca Washburn, FPR's Director of Lands Administration and Recreation and chair of the VOREC Steering Committee. "From responding to the devastating flooding, to fostering innovative ideas for outdoor recreation and promoting inclusivity to access the outdoors, our goal is to build on the successes of past grants and continue to support the community-based outdoor recreation economy in Vermont."

72 00 12 PM 10/12/23

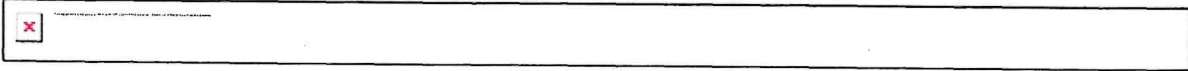
Lori Olberg

FOR INFORMATION ONLY

From: VLCT Events & Training <info+vlct.org@ccsend.com>
Sent: Thursday, October 12, 2023 1:40 PM
To: Lori Olberg
Subject: Municipal Budgeting - Legal Parameters, Capital Planning, + ARPA Update

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

[View as Webpage](#)



This annual training explains **basic budgeting principles, financial management challenges, how to comply with legal requirements, and best practices for preparing the budget for town meeting.** This year it will also include updates on ARPA and more.

Attend this timely webinar and live Q&A to kick off budget development season.

Sessions include

- Legal Parameters of Budgeting, Spending, and Borrowing
- Capital Planning Amidst Uncertainty
- ARPA Update

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

REGISTER

**Wednesday, October 25
9:30 AM**

Cost to Attend
PACIF: \$10
VLCT: \$78

Registration Deadline
Wednesday, October 25

Vermont League of Cities and Towns | 89 Main St., Suite 4, Montpelier, VT 05602

Unsubscribe.lolberg@burlingtonvt.gov

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by info@vlct.org powered by

20 OCT 12 4:13 PM

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Thursday, October 12, 2023 1:48 PM
Subject: DEC Press Release: State Announces \$16 Million in Funding for Stormwater Projects at Public Schools

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

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

PRESS RELEASE

For Immediate Release – October 12, 2023

Media Contact:

Sarah Coleman, Vermont Coordinator to the Lake Champlain Basin Program
 Department of Environmental Conservation
 802-272-1491, Sarah.Coleman@Vermont.Gov

State Announces \$16 Million in Funding for Stormwater Projects at Public Schools

Montpelier, Vt. – The Vermont Department of Environmental Conservation (DEC) announces over \$16 million in construction funding to Vermont schools to reduce stormwater runoff and pollution entering Lake Champlain and Lake Memphremagog from Vermont public schools through the Green Schools Initiative.

The Green Schools Initiative offers funding and technical assistance to help public schools and state colleges meet provisions outlined in the Vermont Clean Water Act; specifically stormwater run-off regulations outlined in the Three-Acre General Permit. The permit requires most sites with three or more acres of paved or developed surfaces, including roofs and parking lots, to treat polluted stormwater and reduce runoff before it flows into local waterways.

“The Three-Acre General Permit is an essential part of Lake Champlain and Lake Memphremagog’s restoration plans,” said DEC Commissioner Jason Batchelder. “The Green Schools Initiative funding will help Vermont’s public schools follow these permits and improve the quality of water in our rivers, lakes, and ponds.”

DEC has partnered with [Greenprint Partners](#) and [Lake Champlain Sea Grant](#) to implement the Green Schools Initiative and pursue additional environmental and educational opportunities.

The Green Schools Initiative is made possible by the federal Lake Champlain Basin Program Total Maximum Daily Load (TMDL) Implementation funds and American Rescue Plan Act (ARPA) funds.

Phase 1 of the initiative – launched in 2021 – is helping 65 schools with stormwater design and permitting. Phase 2 – beginning now – will help as many schools as funding allows to construct stormwater projects through 2026 or until funds are exhausted.

[Interested schools can learn more about Phase 2 funding and the upcoming webinar online.](#) Schools that are selected for Phase 2 funding must meet a 10% leveraged funds requirement. Without this initiative’s support, significant engineering and construction costs would fall to school districts.

If Sarah Coleman is not available at 802-272-1491 or Sarah.Coleman@Vermont.Gov, contact Emily Bird at 802-490-4083 or Emily.Bird@Vermont.Gov.

###

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Monday, October 16, 2023 1:56 PM
Subject: FPR Press Release - First Confirmation of Beech Leaf Disease in Vermont

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

PRESS RELEASE

For Immediate Release – October 16, 2023

Contact:

Josh Halman, Forest Health Program Manager
 Department of Forests, Parks, and Recreation
joshua.halman@vermont.gov, 802-279-9999

For Immediate Release
 Additional text, please
 Contact the City Clerk's Office

First Confirmation of Beech Leaf Disease in Vermont

An Invasive Nematode that Affects Native and Ornamental Beech Trees

Vernon, VT - Beech leaf disease (BLD), caused by the invasive nematode or roundworm *Litylenchus crenatae mccannii*, has been confirmed for the first time in Vermont. After receiving a report of potential BLD in southeastern Vermont, staff from the Forest Health program of the Department of Forests, Parks, and Recreation (FPR) collected symptomatic leaves from American beech (*Fagus grandifolia*) saplings. Samples were sent to a US Department of Agriculture Forest Service Laboratory for DNA confirmation in early October 2023, and BLD has now been officially confirmed within the state.

This invasive species has currently been reported in 14 states, and Ontario, Canada. The most recent reports are in Vermont (2023), Maryland (2023), New Hampshire (2022), Maine (2021), Massachusetts (2020) and Rhode Island (2020).

The invasive nematode that causes BLD is native to Japan, and it negatively affects all native and ornamental beech species by causing leaf deformation, dieback, and mortality of infested hosts. In early stages of infection, beech leaves begin to develop a thick striping pattern between leaf veins, which can sometimes coincide with chlorosis (yellowing). In severe infestations, the striping area has been observed as slightly raised and thicker than normal tissue, which will lead to leaf deformation, premature leaf-drop, and dieback. In younger trees, disease progression can be rapid which in turn leads to high mortality of saplings and understory beech.

At this time, it is unknown how BLD moves across the landscape or how this pest can be managed, and there is no known cure. Staff from FPR will be looking for additional signs and symptoms of BLD this fall and throughout the 2024 growing season to better understand the extent of BLD in Vermont. Currently BLD has only been confirmed in Vernon, VT in Windham County.

Forest health specialists need the public's help in identifying additional areas impacted by BLD. For more information or to **report a sighting**, visit [VTinvasives.org](https://vtinvasives.org).

###

To view our FPR press releases online, visit our website at <https://fpr.vermont.gov/news>.

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Tuesday, October 17, 2023 11:31 AM
Subject: FPR Press Release - Farm Service Agency to Assist Flood Recovery Efforts on Private Forestland

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

PRESS RELEASE

For Immediate Release – October 17, 2023

Contact:

Keith Thompson, Private Lands Program Manager
 Department of Forests, Parks, and Recreation
 (802) 498-5169, keith.thompson@vermont.gov

Farm Service Agency to Assist Flood Recovery Efforts on Private Forestland

Montpelier, VT – On October 4, 2023, the U.S. Department of Agriculture (USDA) Farm Service Agency (FSA) announced that all Vermont county FSA offices are ready to accept applications for the Emergency Forest Restoration Program (EFRP). This program offers financial assistance to eligible forest landowners to help restore land that has been damaged by the July rainstorms that resulted in widespread flooding and land instability across Vermont.

Various projects may qualify under this program, but its primary focus is addressing erosion and water quality issues affecting forest roads and trails resulting from heavy rainfall.

The signup period for EFRP began on October 10, 2023, and ends on November 8, 2023.

Eligible nonindustrial private forest (NIPF) landowners who have experienced damage due to this weather event are encouraged to apply for assistance before commencing any reconstruction efforts. However, even if restoration work has already begun, landowners may still be eligible to participate.

Prior to approval of an EFRP application for assistance, an onsite inspection of the damages will be conducted by FSA, in collaboration with a state forester. This step is crucial to verify the extent of damages and facilitate an environmental review.

To meet eligibility criteria, NIPF land must have had existing tree cover or tree cover immediately before the qualifying natural disaster occurred and must be sustainable for tree growth. Additionally, the land must be owned or leased by a nonindustrial private individual, group, association, corporation, or another private legal entity with clear decision-making authority over the land.

For further information on EFRP or to initiate the application process, please get in touch with the Farm Service Agency county office that serves the damaged land or visit the website at [farmers.gov/recover](https://www.farmers.gov/recover). County office contact information can be found using the Service Center Locator tool available on the Farmers.gov website: <https://www.farmers.gov/working-with-us/service-center-locator>.

Vermont USDA Service Centers:

Addison (802-388-6748) 66 Catamount Park, Middlebury, VT 05753

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Wednesday, October 18, 2023 10:34 AM
Subject: FPR Press Release - Move Forward Together Vermont: Vermont Embarks on Ambitious Outdoor Recreation Planning Effort

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

PRESS RELEASE

For Immediate Release – October 18, 2023

Contact: Jackie

Jackie Dagger, Vermont Outdoor Recreation Economic Collaborative Program Manager
 Department of Forests, Parks and Recreation and Agency of Commerce and Community Development
jackie.dagger@vermont.gov, 802-636-7410

Claire Polfus, Recreation Program Manager
 Vermont Department of Forests, Parks, and Recreation
claire.polfus@vermont.gov, 802-505-5372

Move Forward Together Vermont: Vermont Embarks on Ambitious Outdoor Recreation Planning Effort

Killington, VT – The Vermont Department of Forests, Parks, and Recreation (FPR) and the Vermont Outdoor Recreation Economic Collaborative (VOREC) launch groundbreaking “Move Forward Together Vermont: Designing our Outdoor Recreation Future.” This ambitious statewide planning endeavor has been set in motion to address a critical need – creating and sustaining opportunities that strengthen Vermont’s outdoor recreation spaces and communities.

"Over the next year, this broad public engagement process will develop a shared vision for Vermont's outdoor recreation future and a set of priorities and action steps for achieving that future within five years," stated Jackie Dagger, VOREC Program Manager. "It will guide decisions about where to focus energy and resources across the outdoor recreation landscape."

This initiative, supported by the National Park Service Rivers, Trails and Conservation Assistance Program, merges the Statewide Comprehensive Outdoor Recreation Plan (SCORP) and the VOREC Action Plan. The planning effort will include multiple stakeholder surveys, focus groups, and workshops with the SCORP Technical Advisory Committee and the VOREC Steering Committee

Timeline:

- Data Collection and Information Gathering (September 2023 – January 2024)
- Draft Vision and Priorities (February – May 2024)
- Public Feedback and Input (June – August 2024)
- Final Production and Design (Fall 2024)

Lori Olberg

FOR INFORMATION ONLY

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Thursday, October 19, 2023 9:33 AM
Subject: FPR Press Release - Invasive Mile-a-Minute Weed Confirmed in Vermont

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

PRESS RELEASE

For Immediate Release – October 19, 2023

Contact:

Lina Swislocki, Invasive Plant Program Assistant Coordinator
Department of Forests, Parks, and Recreation
anr.fprinvasiveplants@vermont.org, 802-498-8811

FOR OFFICIAL INFORMATION ONLY
Additional text, please
contact the City Clerk's Office

123 OCT 19 2023

Invasive Mile-a-Minute Weed Confirmed in Vermont

Charlotte, VT – The Department of Forests, Parks, and Recreation, the Agency of Agriculture, Food and Markets, and the Fish and Wildlife Department have officially confirmed the first documented presence of mile-a-minute weed (*Persicaria perfoliata*) in Chittenden County, Vermont.

The fast-growing annual vine, originally from India and Eastern Asia, poses a significant threat to native vegetation, young forest stands, habitats in natural areas, and agricultural industries such as nurseries, landscaping, and Christmas tree farms.

Mile-a-minute, introduced to the United States through contaminated nursery stock in the 1930s, has been reported in various regions, including Maine, Southern New England, the Mid-Atlantic, Oregon, and British Columbia (Canada).

This vine is identifiable by its distinctive triangular leaves and iridescent blue fruits, reproducing through seeds and spreading easily via animals, the nursery trade, and waterways. Its rapid growth, up to six inches per day, leads to the formation of dense mats that smother neighboring plants, causing stress, weakening, and eventually killing the overtopped plant.

Mile-a-minute weed has only been confirmed at this single site in Chittenden County, and it remains uncertain whether other populations exist within Vermont. The infestation consisted of a minimal amount of plant material, restricted to one specific area. Upon removal from the site, the plant material was contained within a single garbage bag, and no additional vines were discovered on the property or reported elsewhere.

Residents are encouraged to be vigilant in looking for this plant and promptly report any sightings to anr.fprinvasiveplants@vermont.org.

Additional information about this invasive plant can be found at [Vermont Invasives](https://www.vermont.gov/agriculture/forests-parks-recreation/invasive-species/vermont-invasives).

Resolution Relating to

AUTHORIZATION FOR REIMBURSEMENT OF
WATERFRONT TIF DISTRICT AND DOWNTOWN TIF
DISTRICT RELATED COSTS FOR FY 2023

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City sought and received approval from the voters in November 2012 and March 2014 to utilize Waterfront Tax Increment Financing funds to cover the costs of public improvements and related costs relating to the Burlington Bike Path project, the Waterfront Access North project and the Public Investment Action Plan (PIAP) projects serving the Waterfront Tax Increment Financing (TIF) District; and

WHEREAS, the City sought and received approval from the voters in November 2016 to utilize Waterfront Tax Increment Financing funds to cover the costs of public improvements and related costs relating to the CityPlace Burlington project, to include acquisition, construction, streetscape improvements and upgrades for up to eight City blocks (two new streets – St. Paul and Pine, as well as two blocks of Bank Street and up to four blocks of Cherry Street); and

WHEREAS, the City sought and received approval from the voters in March 2015 and March 2022 to utilize Downtown Tax Increment Financing funds to cover the costs of public improvements and related costs relating to specific segments of the Great Streets Project, improvements to downtown parking facilities and for environmental remediation costs associated with Brown’s Court property which was owned then by the City; all projects serving the Downtown Tax Increment Financing (TIF) District; and

WHEREAS, under 24 V.S.A. § 1891 (6), related costs means “expenses incurred and paid by the municipality, exclusive of the actual cost of constructing and financing improvements, that are directly related to the creation and implementation of the tax increment financing district, including reimbursement of sums previously advanced by the municipality for those purposes;” and

WHEREAS, under 24 V.S.A. § 1891 (6), related costs “may include direct municipal expenses such as departmental or personnel costs related to creating or administering the district to the extent they are paid from the tax increment realized from municipal and not education taxes and using only that portion of the municipal increment above the required percentage in servicing the debt as determined in accordance with subsection 1894(f);” and

WHEREAS, appropriate public notice was provided of anticipated TIF project budgets and their related costs and of the fact that the City’s Community and Economic Development Office (CEDO) and

26 Department of Public Works (DPW) staff time related to administering the above referenced projects and to
27 creating and administering the two districts would be included as reimbursable related costs for these districts
28 and were correspondingly authorized by the above referenced public votes in 2012, 2014, 2015, 2016 and
29 2022; and

30 WHEREAS, CEDO has inventoried said reimbursable staff time and expenses relating to appropriately
31 authorized Waterfront TIF District projects and to the administration of the district for FY 2023 and has
32 submitted the inventory of such related costs, amounting to \$74,074.09, to the Clerk/Treasurer's Office for
33 reimbursement under Vermont law with municipal tax increment only; and

34 WHEREAS, CEDO has inventoried its other related costs expenditures relating to appropriately
35 authorized Waterfront TIF District projects and to the administration of the district for FY 2023 and has
36 submitted the inventory of such costs, amounting to \$307,672.14 to the Clerk/Treasurer's Office for
37 reimbursement under Vermont law with appropriate available tax increment; and

38 WHEREAS, the Clerk/Treasurer's Office has inventoried additional FY 2023 related cost expenditures
39 resulting from the State Auditor's Office required audit of the City's Waterfront TIF District and has
40 submitted the inventory of such costs, amounting to \$238,736.00, for reimbursement under Vermont law with
41 appropriate available tax increment; and

42 WHEREAS, CEDO & DPW have inventoried said reimbursable staff time and expenses relating to
43 appropriately authorized Downtown TIF District projects and to the administration of the district for FY 2023
44 and has submitted the inventory of such related costs, amounting to \$32,788.34 and \$70,000.00 respectively,
45 to the Clerk/Treasurer's Office for reimbursement under Vermont law with municipal tax increment only; and

46 WHEREAS, the Clerk/Treasurer's Office has inventoried other related costs expenditures relating to
47 appropriately authorized Downtown TIF District projects and to the administration of the district for FY 2023
48 and has submitted the inventory of such costs, amounting to \$95,483.05, for reimbursement under Vermont
49 law with appropriate available tax increment; and

50 WHEREAS, all of these related costs meet the criteria of voter approved related costs; and

51 WHEREAS, the Clerk Treasurer's Office maintains the Waterfront TIF District Fund of accumulated
52 tax increment for the service of Waterfront TIF District debt and related costs; and

53 WHEREAS, the Clerk Treasurer's Office maintains the Downtown TIF District Fund of accumulated
54 tax increment for the service of Downtown TIF District debt and related costs; and

WHEREAS, the Waterfront TIF District (created in 1996) and the Downtown TIF District have established sufficient escrows of accumulated tax increment for reimbursement of these related costs (including escrowed municipal increment maintained for reimbursement of departmental or personnel costs related to creating or administering the district which constitute related costs which can be reimbursed with municipal increment only); and

WHEREAS, on October 16, 2023, the Board of Finance reviewed and recommended City Council approval of a resolution authorizing the Clerk Treasurer's Office to utilize accumulated tax increment from the Waterfront TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$620,482.23 for the FY 2023 in accordance with Vermont law relative to tax increment financing and to make such budget adjustments as necessary to effect same; and

WHEREAS, on October 16, 2023, the Board of Finance reviewed and recommended City Council approval of a resolution authorizing the Clerk Treasurer's Office to utilize accumulated tax increment from the Downtown TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$198,271.39 for the FY 2023 in accordance with Vermont law relative to tax increment financing and to make such budget adjustments as necessary to effect same;

NOW, THEREFORE, BE IT RESOLVED that the Clerk Treasurer's Office is authorized to utilize accumulated tax increment from the Waterfront TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$620,482.23 for the FY 2023 in accordance with Vermont law relative to tax increment financing; and

BE IT FURTHER RESOLVED that the Clerk Treasurer's Office is authorized to utilize accumulated tax increment from the Downtown TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$198,271.39 for the FY 2023 in accordance with Vermont law relative to tax increment financing; and

BE IT FURTHER RESOLVED that the Clerk/Treasurer's Office is hereby authorized to make any needed budget amendment/adjustment to reflect and/or permit the above reimbursements.

City of Burlington Capital Program



Date: October 16, 2023

To: Board of Finance
City Council

Cc: Katherine Schad, CAO
Brian Pine, CEDO Director
Chapin Spencer, Department of Public Works

From: Ashley Parker, Capital Program Director
Andrea Gunther, Senior Accountant

Re: Waterfront/Downtown TIF Districts Related Cost Reimbursement for FY23

Overview:

In November 2012, March 2014, and November 2016, the City received approval from the voters to utilize Tax Increment Financing (TIF) funds to cover costs of public improvements associated with the Waterfront Tax Increment Financing (TIF) District. This includes expenses related to the following projects: the Burlington Bike Path, Waterfront Access North, the Public Investment Action Plan (PIAP), and the Burlington Town Center (BTC) (aka CityPlace Burlington (CPB)). Similarly, in March 2015 and March 2022, the City received approval from the voters to utilize tax increment financing funds to cover costs of public improvements related to projects in the City's Downtown TIF District. This includes expenses for the Great Streets project, Public Garage improvements, and for environmental remediation related to the Brown's Court property, which the City sold to Champlain College in December 2016.

According to the Vermont TIF statutes, certain related costs are eligible for reimbursement. The definition of a related cost is the non-capital expenses not typically covered by the bonding for a project. Outside consultants utilized by the City for pre-development aspects (e.g. design and permitting) of these voter-approved and VEPC- approved City projects are classified as related costs. These expenses can be reimbursed with available state education tax increment and municipal tax increment. Additionally, certain municipal costs such as departmental or personnel costs related to creating or administering a TIF district and/or its projects can be reimbursed, but only with the available municipal tax increment generated by the district. In line with this, for FY23, both the DPW and the CEDO budgets were built based on the premise that staff time focused on TIF related work should be funded by TIF revenues.

FY23 Request:

The City's TIF Administration Team, composed of representatives from the Clerks/Treasurers Office, DPW, and CEDO, is advancing a resolution that will close out the City's accounting of related cost expenditures for FY23 for the above referenced projects, including eligible department staff time on those projects. The Team would like to note that there was \$238,736.00 of unplanned expenses within the

Waterfront TIF District due to a statutory requirement that requires the municipality being audited cover the State Auditor's costs for conducting a TIF Audit. A similar, albeit expected to be lower, expense will affect the Downtown TIF District in FY24 for the same reason. There was also an increase in total related costs in the Waterfront District following the VEPC approval of the BTC/City Place project at the end of March 2023. The Downtown District saw a slight increase in related costs expenditures due to the kick-off of the Main Street Great Streets project post voter approval in March 2022 and the City's bonding in August 2022.

We ask that the attached resolution be approved for the reimbursement of FY23 Related Costs as identified in the table below with the appropriate accrued tax increment for the related costs referenced herein.

Total FY23 Expenditures to be Reimbursed	Downtown TIF District Voter Approved	Waterfront TIF District Voter Approved
CEDO Salary and Benefits	\$32,788.34	\$74,074.09
DPW Salary and Benefits	\$70,000.00	\$0.00
Professional Consultant Services	\$95,483.05	\$307,672.14
State Auditor's Office (billed through CT Office)	N/A	\$238,736.00
Total	\$198,271.39	\$620,482.23

New TIF Admin Procedures:

The TIF Administration Team began incorporating new procedures into the City's administration of the Downtown and Waterfront TIF Districts based on recommendations that resulted from the City's Waterfront TIF District State Audit. This includes procedures that provide guidance to City staff on how to review, document, process, and reimburse TIF eligible expenses, like related costs. The Team continues to revise these procedures based on experience, but has had success implementing them across the Downtown TIF District in FY23. The new procedures have led to more detailed documentation from project teams, as well as better budget tracking overall.

Moving forward, the TIF Administration Team will continue to implement these procedures across both Districts. Next year, the Team expects to include related cost budgets for both TIF Districts in the City's annual budgeting process. Once approved through the budget process, these budgets will be the reference point for project teams looking to reimburse related costs annually, and as a result, the TIF Administration Team will not need to come back to City Council to consider a reimbursement request at the end of the year, as has been typically the case. Instead, the only need to return to Council will be through the normal budget amendment process if there are unexpected impacts to the related cost budgets. One example of this for FY23 would be the cost associated with the State Auditor's Office invoicing for the Waterfront Audit.

Motions:

We respectfully request the Board of Finance move to recommend that the City Council adopt the attached resolution authorizing the Clerk/Treasurer's Office to utilize accumulated tax increment from the Waterfront and Downtown TIF Districts as is prescribed by Vermont law to reimburse the City's related cost expenditures as detailed above.

We respectfully request the City Council adopt the attached resolution authorizing the Clerk/Treasurer's Office to utilize accumulated tax increment from the Waterfront and Downtown TIF District as is prescribed by Vermont law to reimburse the City's related cost expenditures as detailed above.

If there are any questions related to this request, please contact Ashley Parker, at:
aparker@burlingtonvt.gov.

Board of Finance and City Council Submission Checklist

Department: CT Office Submitter: Ashley Parker

Title/Subject: FY23 TIF Related Costs Reimbursement Request

	Approval:	Meeting Date:
☒	Board of Finance	10/16/2023
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/10/2023	Katherine Schad
Mayor's Office informed and approved memo	Yes	10/11/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	10/5/2023	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/10/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	1/10/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

AUTHORIZATION FOR REIMBURSEMENT OF
WATERFRONT TIF DISTRICT AND DOWNTOWN TIF
DISTRICT RELATED COSTS FOR FY 2023

RESOLUTION 7.27

Sponsor(s): Bd. of Finance

Introduced: 10/23/23

Referred to: _____

Action: adopted

Date: 10/23/23

Signed by Mayor: 10/30/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the City sought and received approval from the voters in November 2012 and March
2 2014 to utilize Waterfront Tax Increment Financing funds to cover the costs of public improvements and
3 related costs relating to the Burlington Bike Path project, the Waterfront Access North project and the Public
4 Investment Action Plan (PIAP) projects serving the Waterfront Tax Increment Financing (TIF) District; and

5 WHEREAS, the City sought and received approval from the voters in November 2016 to utilize
6 Waterfront Tax Increment Financing funds to cover the costs of public improvements and related costs
7 relating to the CityPlace Burlington project, to include acquisition, construction, streetscape improvements
8 and upgrades for up to eight City blocks (two new streets – St. Paul and Pine, as well as two blocks of Bank
9 Street and up to four blocks of Cherry Street); and

10 WHEREAS, the City sought and received approval from the voters in March 2015 and March 2022 to
11 utilize Downtown Tax Increment Financing funds to cover the costs of public improvements and related costs
12 relating to specific segments of the Great Streets Project, improvements to downtown parking facilities and for
13 environmental remediation costs associated with Brown’s Court property which was owned then by the City;
14 all projects serving the Downtown Tax Increment Financing (TIF) District; and

15 WHEREAS, under 24 V.S.A. § 1891 (6), related costs means “expenses incurred and paid by the
16 municipality, exclusive of the actual cost of constructing and financing improvements, that are directly related
17 to the creation and implementation of the tax increment financing district, including reimbursement of sums
18 previously advanced by the municipality for those purposes;” and

19 WHEREAS, under 24 V.S.A. § 1891 (6), related costs “may include direct municipal expenses such as
20 departmental or personnel costs related to creating or administering the district to the extent they are paid from
21 the tax increment realized from municipal and not education taxes and using only that portion of the municipal
22 increment above the required percentage in servicing the debt as determined in accordance with subsection
23 1894(f);” and

24 WHEREAS, appropriate public notice was provided of anticipated TIF project budgets and their
25 related costs and of the fact that the City’s Community and Economic Development Office (CEDO) and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

Department of Public Works (DPW) staff time related to administering the above referenced projects and to creating and administering the two districts would be included as reimbursable related costs for these districts and were correspondingly authorized by the above referenced public votes in 2012, 2014, 2015, 2016 and 2022; and

WHEREAS, CEDO has inventoried said reimbursable staff time and expenses relating to appropriately authorized Waterfront TIF District projects and to the administration of the district for FY 2023 and has submitted the inventory of such related costs, amounting to \$74,074.09, to the Clerk/Treasurer's Office for reimbursement under Vermont law with municipal tax increment only; and

WHEREAS, CEDO has inventoried its other related costs expenditures relating to appropriately authorized Waterfront TIF District projects and to the administration of the district for FY 2023 and has submitted the inventory of such costs, amounting to \$307,672.14 to the Clerk/Treasurer's Office for reimbursement under Vermont law with appropriate available tax increment; and

WHEREAS, the Clerk/Treasurer's Office has inventoried additional FY 2023 related cost expenditures resulting from the State Auditor's Office required audit of the City's Waterfront TIF District and has submitted the inventory of such costs, amounting to \$238,736.00, for reimbursement under Vermont law with appropriate available tax increment; and

WHEREAS, CEDO & DPW have inventoried said reimbursable staff time and expenses relating to appropriately authorized Downtown TIF District projects and to the administration of the district for FY 2023 and has submitted the inventory of such related costs, amounting to \$32,788.34 and \$70,000.00 respectively, to the Clerk/Treasurer's Office for reimbursement under Vermont law with municipal tax increment only; and

WHEREAS, the Clerk/Treasurer's Office has inventoried other related costs expenditures relating to appropriately authorized Downtown TIF District projects and to the administration of the district for FY 2023 and has submitted the inventory of such costs, amounting to \$95,483.05, for reimbursement under Vermont law with appropriate available tax increment; and

WHEREAS, all of these related costs meet the criteria of voter approved related costs; and

WHEREAS, the Clerk Treasurer's Office maintains the Waterfront TIF District Fund of accumulated tax increment for the service of Waterfront TIF District debt and related costs; and

WHEREAS, the Clerk Treasurer's Office maintains the Downtown TIF District Fund of accumulated tax increment for the service of Downtown TIF District debt and related costs; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

WHEREAS, the Waterfront TIF District (created in 1996) and the Downtown TIF District have established sufficient escrows of accumulated tax increment for reimbursement of these related costs (including escrowed municipal increment maintained for reimbursement of departmental or personnel costs related to creating or administering the district which constitute related costs which can be reimbursed with municipal increment only); and

WHEREAS, on October 16, 2023, the Board of Finance reviewed and recommended City Council approval of a resolution authorizing the Clerk Treasurer's Office to utilize accumulated tax increment from the Waterfront TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$620,482.23 for the FY 2023 in accordance with Vermont law relative to tax increment financing and to make such budget adjustments as necessary to effect same; and

WHEREAS, on October 16, 2023, the Board of Finance reviewed and recommended City Council approval of a resolution authorizing the Clerk Treasurer's Office to utilize accumulated tax increment from the Downtown TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$198,271.39 for the FY 2023 in accordance with Vermont law relative to tax increment financing and to make such budget adjustments as necessary to effect same;

NOW, THEREFORE, BE IT RESOLVED that the Clerk Treasurer's Office is authorized to utilize accumulated tax increment from the Waterfront TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$620,482.23 for the FY 2023 in accordance with Vermont law relative to tax increment financing; and

BE IT FURTHER RESOLVED that the Clerk Treasurer's Office is authorized to utilize accumulated tax increment from the Downtown TIF District Fund in such manner as is prescribed by Vermont law to reimburse the above related cost expenditures in a total amount of \$198,271.39 for the FY 2023 in accordance with Vermont law relative to tax increment financing; and

BE IT FURTHER RESOLVED that the Clerk/Treasurer's Office is hereby authorized to make any needed budget amendment/adjustment to reflect and/or permit the above reimbursements.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Ashley Parker, C/T

* * * * *

Attest: 
Lori Olberg
Licensing and Records Coordinator

ORIGINAL

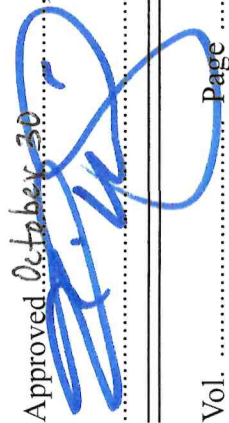
RESOLUTION RELATING TO

Authorization..For..Reimbursement..Of..Waterfront TIF District And Downtown TIF District
Related Costs For FY 2023

Adopted by the City Council

October 23....., 20 23.....

 Clerk

Approved ~~October 30~~ ^{October 23}....., 20 23.....
 Mayor

Vol. Page

Lori Olberg

From: Jaeger Nedde <jnedde@neddere.com>
Sent: Friday, October 20, 2023 3:40 PM
To: City Council
Cc: Lori Olberg
Subject: Lease Extension for the Vermont Air National Guard

Some people who received this message don't often get email from jnedde@neddere.com. [Learn why this is important](#)

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

Dear City Council,

I respectfully urge you to vote YES on the lease renewal with the Vermont Air National Guard (VTANG). VTANG is a critical economic driver and source of federally funded airport maintenance and construction. A failure to renew the lease will put Patrick Leahy Burlington International Airport at great risk of losing out on \$50m in federally funded upgrades and maintenance. The lease renewal is also vital to both airport safety and operations, and the fire and rescue services in our community. The city cannot afford to take on the \$3m/yr operating cost of fire and rescue services at the airport.

Please vote yes on the lease renewal and to ensure that our regional airport can continue to serve the community.

Thank you,

Jaeger Nedde
Brokerage & Development

NEDDE
real  estate

747 Pine Street, Suite 501
Burlington, VT 05401
Phone: 802.777.0732
Email: jnedde@neddere.com
Website: www.nedderealestate.com

Lori Olberg

From: Joshua Gerry
Sent: Saturday, October 21, 2023 3:38 PM
To: William Ward
Cc: Lori Olberg
Subject: Resigning for Board of Health

Bill, Lori,

Due to work commitments I have had to resign my position on the BOH. Please accept this email as my formal resignation. Sorry for not including you on my initial email to Celia!

Best,

Josh Gerry (he/him)
Board Member | City of Burlington Board of Health
(857) 939-9227

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Lori Olberg

From: City of Burlington Vermont
Sent: Monday, October 23, 2023 11:58 AM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: John Patterson

Reply to e-mail Address: jsp1@psu.edu

Subject: Extension of the airport lease to VTANG

Message: Please take a deep breath before approving any extension of the longtime airport lease agreement with VTANG. Extending the lease into the 2070's pretty much assures that our unborn grandchildren will be exposed to whatever technological marvels or dangers may come along without having any say in the matter. Why do that now?

Beyond that, and in addition to the health, environmental and technological concerns that have been chronicled carefully and eloquently by critics of the F-35, especially when they are based in an urban area, the impact of the lease agreement on removing land from possible creative housing development at a time when providing affordable housing has become such a critical issue in our area seems deeply problematic.

Thanks!

Submitted on Monday, October 23, 2023 - 11:57 from IP address: 65.183.152.51

Check IP address location: <https://viewdns.info/iplocation/?ip=65.183.152.51>

Questions about this form? e-mail webmaster@burlingtonvt.gov



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Council
From: Mayor Miro Weinberger
Date: October 19, 2023
Re: Appointment of City Assessor

I respectfully submit for your consideration and confirmation Joe Turner as Burlington's City Assessor. In looking for the next leader for the Assessor's office, it was my priority to find someone, not only with the requisite skills and experience in the discipline of tax assessment – but also who understood, could articulate, and who cared deeply, about the direct impact of the Assessors role on advancing city-wide goals and impacting directly the lives of our constituents.

Burlington is fortunate that Joe joined the City team one year ago as our residential property appraiser, bringing with him more than 20 years of experience, a clear focus on data-informed policy development, and an earnest commitment to the training and development of younger colleagues as an Appraisal Instructor.

Already, we have benefited from Joe's broad experience and contributions in the Assessor's office, and I am pleased to now welcome him into this leadership role.

I am confident that Joe has the skills, experience, and perspective to further the work of the City team in making our local tax systems more equitable, easier to understand, and more effective.

Background

Joe has worked in the appraisal field for more than 20 years, including having owned an appraisal business, working in various government roles in North Carolina, and serving as the Director of Assessment in Hartford, Vermont. Over the course of his career, he has assisted in the appraisal of approximately 130,000 parcels for taxation. Joe has also served as an appraisal instructor and holds several certifications and recognitions, including a Certificate of Excellence in Assessment Administration from the International Association of Assessors Officers (IAAO). He is continuing his education at Champlain College, seeking an MS in Information Technology, which will support his work as City Assessor.

Joe relocated from North Carolina to Vermont in 2021 in order to be closer to his children who are attending school at the University of Vermont. He moved from Hartford to Winooski last year because he loved the Burlington area and wanted to be in a more urban environment.

Joe is serving as Acting City Assessor immediately, and will assume the formal role following Council confirmation. Joe and his spouse live in Winooski. I respectfully request that the City Council grant Joe a personal hardship extension, pursuant to the Council rule stating the City Council may grant a hardship extension if the appointee "is currently employed by the City and is promoted and appointed to the position."



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Housing Board of Review Board/Commission
(Please fill out a separate application for each post)

Full Name: Lisa Gerlach Ward: 6

Residence: 406 S. Union St, apt #2 **Political Affiliation* _____

Are you a registered Burlington Voter? Yes

Phone (home): 847-751-0826 Phone (work): 802-636-7047 Phone (cell): 847-751-0826

E-Mail Address: lisa page gerlach@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Experience working with state and local government
Experience navigating difficult situations with
landlords (i.e. unresponsive about necessary repairs)
Penter in Burlington for approx. 3 years

Current Occupation: Chief of Staff, Office of the Lt. Governor

Education (list most recent first):

School	Location	Year/Degree
Drake University	Des Moines, IA	2017, B.A.
Jacobs HS	Algonquin, IL	2012, High school deg.

What do you hope to accomplish as a Commissioner/Board Member?

I hope to be able to give back to the community and help ensure that fair judgements are made by the housing board of review

How did you learn of the opportunity/opening to serve on a Board/Commission?

Through current board member Josh Wanski

Have you served as a Burlington City Commissioner/Board Member in the past? No
If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Joe Magee , 802-279-5513

David Zuckerman, 802-598-1986

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:

Jim Gerlach

Date:

9/15/23

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

Burlington City Council



802/865-7136
TTY 802/865-7142

OPENINGS BURLINGTON CITY COMMISSIONS/BOARDS

CCRPC – alternate	Term Expires 6/30/25	One Opening
Chittenden Solid Waste District – alternate -	Term Expires 5/31/24	One Opening
Design Advisory Board – alternate	Term Expires 6/30/26	One Opening
Development Review Board – alternate	Term Expires 6/30/26	One Opening
Electric Light Commission	Term Expires 6/30/25	One Opening
Fence Viewer	Term Expires 6/30/24	One Opening
Housing Board of Review	Term Expires 6/30/26	One Opening
Parks and Recreation Commission	Term Expires 6/30/25	One Opening
Police Commission	Term Expires 6/30/25	One Opening
Board of Tax Appeals	Term Expires 6/30/26	One Opening
Vehicle for Hire Licensing Board	Term Expires 6/30/24	One Opening
Vehicle for Hire Licensing Board	Term Expires 6/30/25	One Opening
Board for Registration of Voters	Term Expires 6/30/25	One Opening

Applications may be submitted to the Clerk/Treasurer's Office, 149 Church Street, Burlington, VT 05401 Attn: Lori NO later than Wednesday, October 18, 2023, by 4:30 pm. If you have any questions, please contact Lori at (802) 865-7136 or via email lolberg@burlingtonvt.gov.

City Council President Paul will plan for appointments to take place at the October 23, 2023 City Council Meeting/City Council With Mayor Presiding Meeting.

PUBLIC HEARING NOTICE

Burlington Comprehensive Development Ordinance

Pursuant to 24 V.S.A. §4442 and §4444, notice is hereby given of a public hearing by the Burlington City Council to hear comments on the following proposed amendments to the City of Burlington's *Comprehensive Development Ordinance* (CDO):

ZA-23-03 Setbacks
ZA-23-04 Temporary Structures
ZA-23-05 168 Archibald Street
ZA-24-01 Technical Amendments

The public hearing will take place on **Monday, October 23, 2023 during the Regular City Council Meeting which begins at 6:00 pm in Contois Auditorium, Burlington City Hall, 149 Church Street, Burlington, VT or you may access the hearing/meeting as follows:**

On-line: <https://zoom.us/j/99213004331>
By telephone: +1 929 205 6099
Webinar ID: 992 1300 4331

Pursuant to the requirements of 24 V.S.A. §4444(b):

Statement of purpose:

The purpose of the proposed amendments are as follows:

- **ZA-23-03 Setbacks:** This amendment modifies a limited grouping of setback standards to facilitate development and redevelopment within residential districts and to reconcile language across Articles and 5 and 14 for clarity. The amendment removes ambiguous and unnecessary standards that often create barriers to infill development.
- **ZA-23-04 Temporary Structures:** The proposed amendment provides for the placement of temporary structures for non-residential purposes in Civic Spaces as all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1), without review or required zoning permit for up to 60 days, provided that the structure is approved by the Burlington Fire Marshal.
- **ZA-23-05 168 Archibald Street:** This amendment modifies the zoning district for the property at 168 Archibald Street from RM to NMU to facilitate additional commercial uses on the property.
- **ZA-24-01 Technical Amendments:** This amendment corrects a number of errors in the CDO that are considered technical and will provide further clarity and consistency of administration for staff and applicants.

Geographic areas affected:

These amendments apply to the following areas of the city:

- **ZA-23-03:** Citywide
- **ZA-23-04 Temporary Structures:** Properties identified as Civic Spaces on *Map 4.3.1-1* and all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1)
- **ZA-23-05 168 Archibald Street:** The subject property only (168 Archibald St.)

- **ZA-24-01 Technical Amendments:** Citywide

List of section headings affected:

The proposed amendments modify the following sections of the *Burlington Comprehensive Development Ordinance*:

- **ZA-23-03:** Modifies Secs. 5.2.5, *Setbacks*; 6.2.2, *Review Standards*; and 14.4.13, *Urban Design Standards*.
- **ZA-23-04 Temporary Structures:** Modifies Sec. 5.1.2, *Structures*.
- **ZA-23-05 168 Archibald Street:** Modifies Map 4.3.1-1 *Base Zoning Districts*, Map 4.4.2-1 *Neighborhood Mixed Use Districts*, and Map 4.4.5-1 *Residential Zoning Districts*.
- **ZA-24-01 Technical Amendments:** Modifies Secs. 3.1.2, *Zoning Permit Required*; 3.2.7, *Administrative Review and Approval*; 3.5.2, *Applicability*; 4.3.1, *Base Districts Established*; 4.4.1, *Downtown Mixed Use Districts*; 4.4.2, *Neighborhood Mixed Use Districts*; 4.4.5, *Residential Districts*; 5.1.2, *Structures*; 5.2.5, *Setbacks*; 5.2.6, *Building Height Limitations*; 5.2.7, *Density Calculations*; 5.3.5, *Nonconforming Structures*; 5.4.8, *Historic Buildings and Sites*; 5.4.13, *Emergency Shelters*; 7.1.3, *Exemptions*; 7.2.3, *Band Signs*; 7.2.13, *Wall Sign*; 9.1.8, *Inclusionary Rentals Units, Rentals and Sales*; 9.1.12, *Additional Density and Other Development Allowances*; 9.1.13 *Off-Site and Payment in Lieu Options*; 9.1.15, *Marketing of Inclusionary Units*; 10.1.5, *Lot Line Adjustments*; 10.1.8, *Preliminary Plat Review*; 10.1.9, *Final Plat Approval Process*; 10.1.11, *Recording of Final Plats*; 13.1.2, *Definitions*; 14.3.6, *Civic Spaces*; 14.4.13, *Urban Design Standards*; 14.7.1, *Applying for a Zoning Permit: Submission Requirements and Review*; 14.7.2, *Non-Conformities*; 14.8, *Glossary*; and Appendix A, *Use Table—All Zoning Districts*.

The full text of the *Burlington Comprehensive Development Ordinance* is available online at www.burlingtonvt.gov/DPI/CDO. Upon request, a hard copy of the proposed amendments can be viewed at the Clerk's Office located on the second floor of City Hall, 149 Church Street, Burlington, Monday through Friday 8:00 a.m. to 4:30 p.m. or on the department's website at <https://www.burlingtonvt.gov/DPI/CDO/Amendments>.

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission
Public Hearing Dates: _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—SETBACKS
ZA-23-03

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 5.2.5, Setbacks; 6.2.2, Review Standards; and 14.4.13, Urban Design Standards; thereof to read as follows:

Sec. 5.2.5 Setbacks

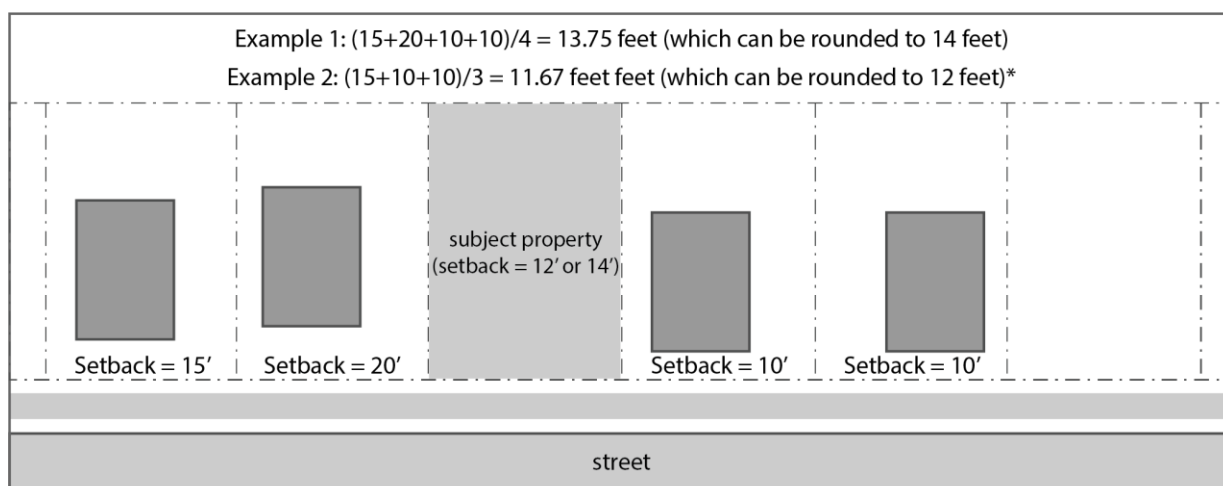
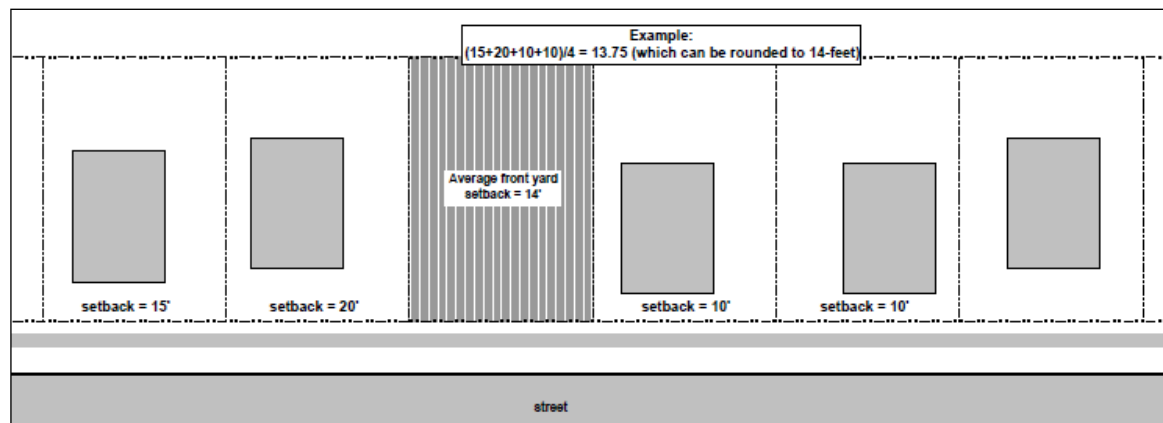
Setbacks between buildings and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of buildings and open spaces between them and to the street.

(a) Setbacks Required:

Unless otherwise authorized or specified under the district-specific provisions of Article 4, which shall be controlling over these provisions, a setback shall be provided between any proposed structures and/or site features, and the front, side and rear yard property lines as follows: (See Art. 13 for definitions of “setback” and “yard.”)

1. Front yard. In order to maintain the existing pattern of development along a given street, both a minimum and maximum front yard setback shall be maintained where required under Article 4.

- A. The minimum front yard setback for any structure shall be the average of the front yard setback of principal structures in lawful existence as of the adoption of this ordinance on the two (2) neighboring lots on either side and within the same block and having the same street frontage. Among the comparative sample of four neighboring properties, one may be removed from the averaging calculation.



*in Example 2 above, the property with a 20' setback is excluded from the calculation

***all other examples remain as illustrated

B-C. As written.

2-3. As written.

(b) Exceptions to Yard Setback Requirements:

The following projections into required yard setbacks may be permitted subject to the standards of Article 6 to ensure compatibility with neighboring properties:

1. Abutting Buildings with Doors or Windows: ~~Where the façade of an existing adjacent principal building is within 5 feet of the common property line and has either doors or windows, a setback of 10 feet shall be required for any new development up to the height of the abutting building in any district where no setback is required.~~ New Buildings, additions, or significant improvements to existing Buildings placed on a side or rear property line, or within 10 feet of another building, where no setback is required are subject to construction material and building opening restrictions as established in the effective Building Code.
2. Building or Site Features: ~~Eave, sills, roof overhangs, cornices, steps to first floor entries, walkways, ramps for the disabled, fences, walls, and similar building and site features may~~

~~project into a required yard setback. Building and site features outside of the building envelope, including but not limited to eaves, sills, roof overhangs, cornices, steps to first floor and basement entries, window wells, walkways, ramps for people with disabilities, fences and walls may project into a required yard setback. Such projecting building features are subject to construction material and building opening restrictions as established in the effective Building Code.~~

3-8. As written.

Sec. 6.2.2 Review Standards

(a)-(g) As written

(h) Building Location and Orientation

The introduction of new buildings and additions shall maintain the existing development pattern and rhythm of structures along the existing streetscape. New buildings and additions should be aligned with the front façade of neighboring buildings to reinforce the existing “street-edge,” or where necessary, located in such a way that complements existing natural features and landscapes. Buildings placed in mixed-use areas where high volumes of pedestrian traffic are desired should seek to provide sufficient space (optimally 12-15 feet) between the curblin and the building face to facilitate the flow of pedestrian traffic. In such areas, architectural recesses and articulations at the street-level are particularly important, and can be used as an alternative to a complete building setback in order to maintain the existing street wall.

Principal buildings shall have their main entrance facing and clearly identifiable from the public street. The development of corner lots shall be subject to review by the city engineer regarding the adequacy of sight distances along the approaches to the intersection. To the extent practicable, development of corner lots in non-residential areas should try to place the building mass near the intersection and parallel to the street to help anchor the corner and take advantage of the high visibility location.

In residential areas, accessory buildings shall be located in such a way so as to be secondary and subordinate in scale and design to the principal structure. A parking structure – either attached or detached – shall be setback from the longest street-facing wall of the principal structure and be deferential yet consistent in character and design. ~~Where a front yard setback is required, any street-facing garage wall containing garage doors shall be set back a minimum of 25’ from the front property line to prevent parked vehicles from blocking the public sidewalk.~~ Where a garage is not oriented towards the street (i.e. the garage doors face the rear or side yard), the street-facing garage wall shall have windows or doors or other features that break-up the mass into smaller elements, and be blended with the character of the residential portion of the structure.

Where a garage is attached to a principal single-family or duplex residential structure and oriented to the street (i.e. the garage doors face the street) the following standards shall apply:

1. -5. As written.

****illustrations remain unchanged*

(i) – (p) As written.

Sec. 14.4.13 – Urban Design Standards

While traditional architectural styles and forms are welcome, a diversity of traditional, neo-traditional, and modern architectural styles and forms are highly encouraged in order to both reflect and advance the evolution and diversity of Burlington’s built environment. Regardless of the architectural style used, there remain a number of fundamental urban design standards that must be addressed in order to ensure the creation of a dynamic, engaging, and pedestrian-oriented streetscape.

The following urban design standards shall be applicable to all new construction and Substantial Modification of all Buildings in the Downtown and Waterfront District:

a) - d) As written

e) **Walls:**

i-iv. As written.

v. New buildings, additions, or significant improvements to existing Buildings placed on a side or rear property line or within 10 feet of another building, where no setback is required ~~shall contain neither doors nor windows along such elevation in order to prevent unnecessary limitations on the development of adjacent property~~ are subject to construction material and building opening restrictions as established in the effective Building Code.

vi. As written.

f) – i) As written.

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2023/ZA-23-03 Setbacks
CDO Sections 5.2.5, 6.2.2, and 14.4.13
10/19/23



City of Burlington, VT
149 Church Street, 3rd Floor
Burlington, VT 05401
Phone: (802) 865-7144

www.burlingtonvt.gov/plan

TO: Burlington City Council
Mayor Miro Weinberger
FROM: Charles Dillard, AICP, Principal Planner
DATE: October 16, 2023
RE: Proposed CDO Amendment – ZA-23-03: Setbacks

Overview & Background

Setback standards are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of buildings and open spaces between them and to the street. However, certain setback rules are frequently cited as unduly limiting potential for infill projects within Residential areas. In fall 2022, the Planning Commission's Ordinance Committee, with input from Permitting and Inspections staff, met to discuss this limited group of setback standards and how they might be amended to facilitate redevelopment while maintaining their role in maintaining existing neighborhood character. The Committee identified the four residential district standards summarized below as topics to address in a zoning amendment.

Front Yard Averaging

Front yard setbacks intend to maintain a relatively consistent pattern of development along a given street. The *Comprehensive Development Ordinance* (CDO) today regulates front yard setback generally through an averaging approach that considers the two adjacent properties on either side of the subject property. The minimum front yard setback is simply the average of these four properties. In situations where one of the four adjacent properties is vacant, the next closest property on the same block face is to be considered. Beyond these Article 5 general standards, district-specific standards are applied in Article 4. In the Residential districts, the minimum and maximum setback must be within 5 feet of the aforementioned averaging-determined setback (either toward or away from the street). These two standards together provide adequate flexibility in most cases. However, there are situations where one of a property's adjacent lots contains a building with a very deep setback that skews the average. In such cases, the required setback is typically not feasible and can be a barrier to infill projects.

In considering front yard averaging, the Ordinance Committee determined that an appropriate response is to allow for the exclusion of one "outlier" property from the averaging equation. The Committee suggested defining "outlier." The amendment does propose allowing for the excluding of one property, but does not at this time propose defining "outlier." Given the existing +/- 5 feet allowance in the Residential districts, staff feels that an outlier definition that is too small would not impact the required min/max setback, and an outlier that is too large may retain the existing inflexibility. For example, where property's four adjacent setbacks are 12'/12'/10'/12', the resulting average is 11.5 feet and the Residential district +/- 5 feet allowance would create a minimum setback of 6.5 feet and a maximum of 16.5 feet. Only an outlier setback of 33 feet or more would materially impact the min/max setback. As such, for the purpose of clarity and ease of review, staff does not propose defining "outlier."

Setback Exceptions – Abutting Building with Doors or Windows

Today, the *Ordinance* establishes a minimum setback of 10 feet in cases where an adjacent property's building is within five feet of the common property line and contains doors and/or windows. A similar Downtown Form Code standard (Sec. 14.4.13 e.) v.) prohibits doors and windows along building elevations that are located on a side or rear property line where no setback is required. While these standards are intended to prevent unnecessary limitations on development of

adjacent property and impacts to existing adjacent properties, the standards unfairly limit development. As such, the Ordinance Committee recommended reconciling the Articles 5 and 14 standards, and amending them to allow for buildings (with or without doors/windows) up to the property line where no setback is required. The amendment would also state clearly that any such construction is subject to the effective building code.

Setback Exceptions – Building or Site Features

Today the *Ordinance* permits building and site features that project into required side setbacks but existing language is ambiguous and often leads to confusion among applicants and review staff. As such, the Ordinance Committee recommends amending this Sec. 5.2.5(b) 2 to state clearly that the list of permitted projections is not meant to restrict other projections that may not be listed. Thus, the amendment would also provide flexibility in development and redevelopment.

Garage Setback

Today, the *Ordinance* requires a minimum 25 foot setback for any street-facing garage on properties that have a front yard setback requirement. This is true even when the required front yard setback is far less than 25 feet. In considering this requirement, the Ordinance Committee recommends deleting the 25 foot standard, but retaining related language that states that the front wall of a garage must be behind the front wall of the associated residence. This standard had been in place to guarantee that a parked car would not infringe on the sidewalk or right of way. However, with the removal of parking minimums and a general desire to encourage redevelopment and reduced car-driven land use standards, the standard is no longer desirable or necessary.

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
----------------	---------------	----------------------

Purpose Statement

This amendment modifies a limited grouping of setback standards to facilitate development and redevelopment within residential districts and to reconcile language across Articles 5 and 14 for clarity. The amendment removes ambiguous and unnecessary standards that often create barriers to infill development.

Proposed Amendments

The following amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal:

1. Amends Article 5 – Citywide General Regulation to modify setback standards as described below.

- Modifies Sec. 5.2.5(a) to allow for the removal of one property in the front yard setback averaging equation, which would create needed flexibility in determining the minimum front yard setback, particularly in residential portions of the city where there are typically greatly varying setbacks or where outlier setbacks may be common.
- Modifies Sec. 5.2.5(b) to allow for greater flexibility in meeting side setback standards where they exist and, in cases where they are not required, to refer applicants and review staff to the regulating effective building code.

2. Amends Article 6 – Development Review Standards to modify garage setback standards in residential districts.

- Modifies Sec. 6.2.2(h) to remove a requirement that garages be set back a minimum of 25 feet in cases where the subject property has a required front yard setback.

3. Amends Article 14 planBTV Downtown Code –to modify language regulating building placement and design in cases where setbacks are not required.

- Modifies Sec. 14.4.13(e) v. to remove a restriction on windows and doors on buildings placed on a side or rear property line where no setback is required and instead allow such openings but refer applicants and review staff to the regulating effective building code.

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

The proposed amendment is consistent with *planBTV*, which calls for small and incremental change that is consistent with the existing development pattern, building scale and neighborhood character. In facilitating infill development, the amendment allows for the small and subtle changes that the *Plan* calls for in Burlington's residential districts, particularly at a time when a housing shortage is generally acknowledged.

Impact on Safe & Affordable Housing

The amendment, in facilitating infill development, will promote the development of safe and affordable housing by clearly legalizing patterns of development that are desirable but that today may be prohibited or obstructed due to unclear *Ordinance* language.

Planned Community Facilities

This amendment has no direct impact on planned community facilities.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process				
Draft Amendment prepared by: Staff 2/16/23	Presentation to & discussion by Commission 2/28/23	Approve for Public Hearing 3/28/2023	Public Hearing 8/8/2023	Approved & forwarded to Council 8/8/2023
City Council Process				
First Read 9/11/23	Ordinance Cmte discussion <i>Recommend waive rules & warn public hearing.</i>	Ordinance Cmte recommend	Second Read & Public Hearing 10/23/23	Council Approval & Adoption

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Charles Dillard
 Proposed CDO Amendments: Setbacks, Temporary Structures, 168 Archibald St.,
 Title/Subject: Technical Amendments

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/16/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

CITY OF BURLINGTON

ORDINANCE 8.4

Sponsors: Planning, Planning
Commission

Public Hearing Dates: 10/23/23

First reading: 09/11/23

Referred to:

Rules suspended and placed in all
stages of passage:

Second reading: 10/23/23

Action: adopted

Date: 10/23/23

Signed by Mayor: 10/30/23

Published: 11/08/23

Effective: 11/29/23

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—SETBACKS
ZA-23-03

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 5.2.5, Setbacks; 6.2.2, Review Standards; and 14.4.13, Urban Design Standards; thereof to read as follows:

Sec. 5.2.5 Setbacks

Setbacks between buildings and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of buildings and open spaces between them and to the street.

(a) Setbacks Required:

Unless otherwise authorized or specified under the district-specific provisions of Article 4, which shall be controlling over these provisions, a setback shall be provided between any proposed structures and/or site features, and the front, side and rear yard property lines as follows: (See Art. 13 for definitions of “setback” and “yard.”)

1. Front yard. In order to maintain the existing pattern of development along a given street, both a minimum and maximum front yard setback shall be maintained where required under Article 4.

- A. The minimum front yard setback for any structure shall be the average of the front yard setback of principal structures in lawful existence as of the adoption of this ordinance on the two (2) neighboring lots on either side and within the same block and having the same street frontage. Among the comparative sample of four neighboring properties, one may be removed from the averaging calculation.

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20_____.
Adopted _____ Published _____ Effective _____
_____, City Clerk

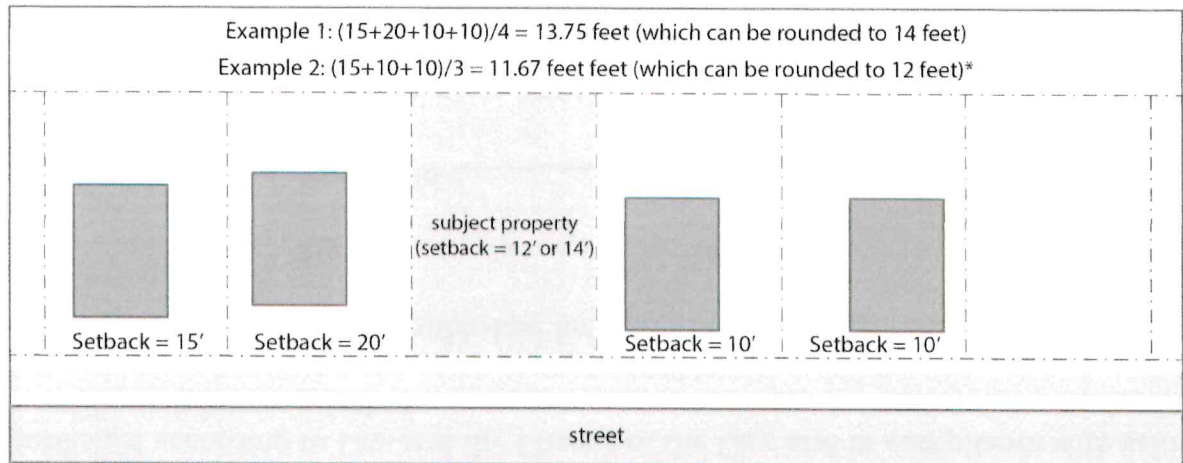
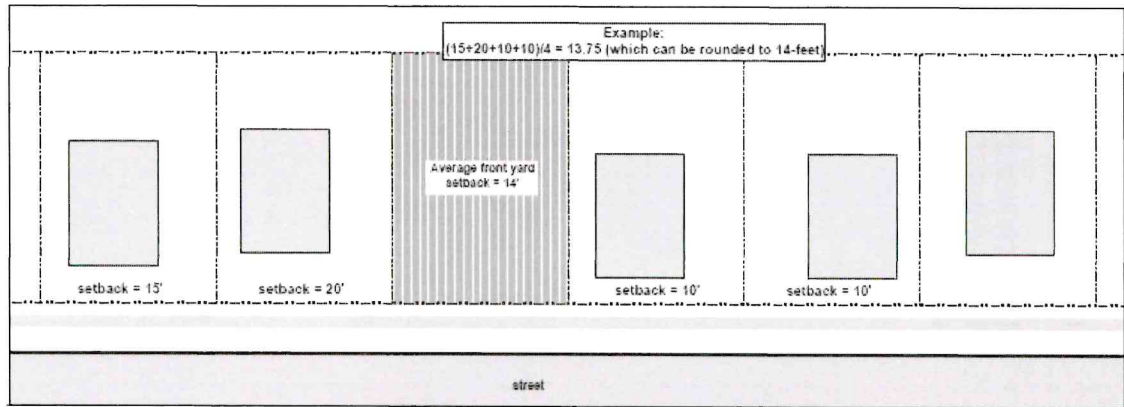
Attest:

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

* * * * *

* * * * *



*in Example 2 above, the property with a 20' setback is excluded from the calculation

***all other examples remain as illustrated

B-C. As written.

2-3. As written.

(b) Exceptions to Yard Setback Requirements:

The following projections into required yard setbacks may be permitted subject to the standards of Article 6 to ensure compatibility with neighboring properties:

1. Abutting Buildings with Doors or Windows: ~~Where the façade of an existing adjacent principal building is within 5 feet of the common property line and has either doors or windows, a setback of 10 feet shall be required for any new development up to the height of the abutting building in any district where no setback is required. New Buildings, additions, or significant improvements to existing Buildings placed on a side or rear property line, or within 10 feet of another building, where no setback is required are subject to construction material and building opening restrictions as established in the effective Building Code.~~
2. Building or Site Features: ~~Eave, sills, roof overhangs, cornices, steps to first floor entries, walkways, ramps for the disabled, fences, walls, and similar building and site features may~~

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____

_____, City Clerk

Attest:

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

* * * * *

~~project into a required yard setback. Building and site features outside of the building envelope, including but not limited to eaves, sills, roof overhangs, cornices, steps to first floor and basement entries, window wells, walkways, ramps for people with disabilities, fences and walls may project into a required yard setback. Such projecting building features are subject to construction material and building opening restrictions as established in the effective Building Code.~~

3-8. As written.

Sec. 6.2.2 Review Standards

(a)-(g) As written

(h) Building Location and Orientation

The introduction of new buildings and additions shall maintain the existing development pattern and rhythm of structures along the existing streetscape. New buildings and additions should be aligned with the front façade of neighboring buildings to reinforce the existing “street-edge,” or where necessary, located in such a way that complements existing natural features and landscapes. Buildings placed in mixed-use areas where high volumes of pedestrian traffic are desired should seek to provide sufficient space (optimally 12-15 feet) between the curblin and the building face to facilitate the flow of pedestrian traffic. In such areas, architectural recesses and articulations at the street-level are particularly important, and can be used as an alternative to a complete building setback in order to maintain the existing street wall.

Principal buildings shall have their main entrance facing and clearly identifiable from the public street. The development of corner lots shall be subject to review by the city engineer regarding the adequacy of sight distances along the approaches to the intersection. To the extent practicable, development of corner lots in non-residential areas should try to place the building mass near the intersection and parallel to the street to help anchor the corner and take advantage of the high visibility location.

In residential areas, accessory buildings shall be located in such a way so as to be secondary and subordinate in scale and design to the principal structure. A parking structure – either attached or detached – shall be setback from the longest street-facing wall of the principal structure and be deferential yet consistent in character and design. ~~Where a front yard setback is required, any street-facing garage wall containing garage doors shall be set back a minimum of 25’ from the front property line to prevent parked vehicles from blocking the public sidewalk.~~ Where a garage is not oriented towards the street (i.e. the garage doors face the rear or side yard), the street-facing garage wall shall have windows or doors or other features that break-up the mass into smaller elements, and be blended with the character of the residential portion of the structure.

Where a garage is attached to a principal single-family or duplex residential structure and oriented to the street (i.e. the garage doors face the street) the following standards shall apply:

1. -5. As written.

****illustrations remain unchanged*

(i) – (p) As written.

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____

_____, City Clerk

Attest:

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

* * * * *

* * * * *

Sec. 14.4.13 – Urban Design Standards

While traditional architectural styles and forms are welcome, a diversity of traditional, neo-traditional, and modern architectural styles and forms are highly encouraged in order to both reflect and advance the evolution and diversity of Burlington's built environment. Regardless of the architectural style used, there remain a number of fundamental urban design standards that must be addressed in order to ensure the creation of a dynamic, engaging, and pedestrian-oriented streetscape.

The following urban design standards shall be applicable to all new construction and Substantial Modification of all Buildings in the Downtown and Waterfront District:

a) - d) As written

e) Walls:

i-iv. As written.

v. New buildings, additions, or significant improvements to existing Buildings placed on a side or rear property line or within 10 feet of another building, where no setback is required ~~shall contain neither doors nor windows along such elevation in order to prevent unnecessary limitations on the development of adjacent property are subject to construction material and building opening restrictions as established in the effective Building Code.~~

vi. As written.

f) – i) As written.

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2023/ZA-23-03 Setbacks

CDO Sections 5.2.5, 6.2.2, and 14.4.13

10/19/23

ORIGINAL

AN ORDINANCE IN RELATION TO

CDO--SETBACKS ZA-23-03

Introduced by
Qqqtq/qk Planning, Planning Commission

Read in City Council first time

September 11, 20 23

Attest, [Signature], Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____, 20 ____.

Attest, _____, Clerk.

Read in City Council second time

October 23, 20 23

Attest, [Signature], Clerk.

Passed in City Council at meeting held

October 23, 20 ____.

Attest, [Signature], Clerk.

Approved [Signature], 20 23
_____, Mayor.

I, CAO Schad, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day, _____ day of November, 20 23.

namely the _____ 8th day of November, 20 23.

Adopted 10/23/23 Published 11/08/23 Effective 11/29/23

[Signature], City Clerk

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on _____

Planning Director, Meaghan Tuttle

Attest: [Signature]
Lori Olberg
Licensing and Records Coordinator

* * * * *

* * * * *

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission
Public Hearing Dates: _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—STRUCTURES
ZA-23-04 Temporary Structures

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 5.1.2 Structures, thereof to read as follows:

Sec. 5.1.2 Structures

Except as otherwise provided by law or by this ordinance, no structure in any district shall be created, removed or altered except in conformance with the provisions of this Article and the requirements of the district in which such land or structure is located.

a – e. As Written.

(f) **Temporary Structures:**

The administrative officer may approve a temporary structure that is incidental and accessory to a principal use subject to the following:

No Review or Permit Required	Site Plan Review: Zoning Permit & COA	Review as per Underlying Zoning
A structure placed up to 10 consecutive days or 30 days within any 12-month period at the same location.	A structure placed from 11- 34 0 consecutive days or 31-60 days within any 12 month period at the same location.	A structure placed over 31 consecutive days or more within any 12 month period at the same location, is no longer considered a temporary structure.
Tents used for recreational non-commercial camping purposes.		
Tents as defined in Chapter 3 of NFPA 101 for non-residential purposes, as approved by the Burlington Fire Marshal, placed up to 180 days within and 12-month period at the same location.		
<u>Temporary structures for non-residential purposes in both Civic Spaces and all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1), without review or required zoning permit for up to 60 days within a 12 month period, provided that the structure is approved by the Burlington Fire Marshal.</u>		

* Material stricken out deleted.

** Material underlined added.

14

15 Planning/KS/Ordinances 2023/ZA-23-04 Temporary Structures

16 CDO Sections 5.1.2

17 10/19/23

18

19



City of Burlington, VT
149 Church Street, 3rd Floor
Burlington, VT 05401
Phone: (802) 865-7144

www.burlingtonvt.gov/plan

TO: Burlington City Council
Mayor Miro Weinberger
FROM: Sarah Morgan, Planner
Charles Dillard, AICP, Principal Planner
DATE: October 16, 2023
RE: Proposed CDO Amendment – ZA-23-04: Temporary Structures

Overview & Background

The BTV Market, located within City Hall Park, provides Burlington's artists and makers with opportunities to sell their products. This outdoor market takes place every Saturday from June to October in City Hall Park, and has seen success connecting residents with a diverse group of vendors. This success has lead BCA and Love Burlington to launch the 8-week BTV Winter Market, also within City Hall Park from mid-November to late December. However, market organizers have run into barriers that prevent the execution of the winter market because of their use of temporary vendor sheds installed in City Hall Park. These sheds are used to provide vendors with a covered, warm and wind-blocking structure to present their art and merchandise in the winter.

Currently, Burlington regulates temporary structures in Article 5, Section 5.1.2, stating that temporary structures can only be placed for up to 10 consecutive days or 30 days within any 12 month period in the same location without a permit. This regulation thus prevents the Winter Market to operate for more than 30 days within any 12-month period, severely limiting the amount of time that artists and makers have to sell their goods.

This amendment seeks to amend the zoning ordinance to provide additional flexibility in the Temporary Structure provisions to exempt Temporary Structures as defined in Chapter 3 of NFPA 101 of a non-residential use from requiring a zoning permit for up to 60 days in Civic Spaces as well as all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1), contingent upon the Fire Marshal issuance of a temporary permit. This proposed change ultimately seeks to support the expansion of creative economic opportunities that connect artists and makers to customers within existing community facilities.

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
----------------	---------------	----------------------

Purpose Statement

The proposed amendment provides for the placement of temporary structures for non-residential purposes in Civic Spaces as all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1), without review or required zoning permit for up to 60 days, provided that the structure is approved by the Burlington Fire Marshal.

Proposed Amendments

The following amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal:

1. Amends Sec. 5.1.2 (f) Temporary Structures

- Add an exception for temporary structures for non-residential purposes in Civic Spaces as well as city parks all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1) from review and required permit for up to 60 days within a 12-month period, provided that the structure is approved by the Burlington Fire Marshal.

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

The proposed amendment emphasizes the need to promote land use, economic development opportunities, and public improvements consistent with its local character and its role as a regional growth center. Additionally, this amendment aligns with the call to evaluate land development or building ordinances for necessary changes that accommodate the evolving needs and characteristics of commercial and industrial workspaces (*planBTV* Action 9.4).

Impact on Safe & Affordable Housing

This amendment has no direct impact on Safe & Affordable Housing.

Planned Community Facilities

This proposed amendment supports the city's commitment to supporting activities taking place at or within its community facilities as this will increase the capacity for commercial development that is already supported by existing infrastructure and parking (*planBTV* Action 8.2)

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process				
Draft Amendment prepared by: Staff	Presentation to & discussion by Commission	Approve for Public Hearing 4/25/2023	Public Hearing 8/8/2023	Approved & forwarded to Council 8/8/2023
City Council Process				
First Read 9/11/23	Ordinance Cmte discussion <i>Recommend waive rules & warn public hearing.</i>	Ordinance Cmte recommend	Second Read & Public Hearing 10/23/23	Council Approval & Adoption

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Charles Dillard
 Proposed CDO Amendments: Setbacks, Temporary Structures, 168 Archibald St.,
 Title/Subject: Technical Amendments

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/16/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

CITY OF BURLINGTON

ORDINANCE 8.5

Sponsors: Planning, Planning
Commission

Public Hearing Dates: 10/23/23

First reading: 09/11/23

Referred to:

Rules suspended and placed in all
stages of passage:

Second reading: 10/23/23

Action: adopted

Date: 10/23/23

Signed by Mayor: 10/30/23

Published: 11/08/23

Effective: 11/29/23

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—STRUCTURES

ZA-23-04 Temporary Structures

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 5.1.2 Structures, thereof to read as follows:

Sec. 5.1.2 Structures

Except as otherwise provided by law or by this ordinance, no structure in any district shall be created, removed or altered except in conformance with the provisions of this Article and the requirements of the district in which such land or structure is located.

a – e. As Written.

(f) Temporary Structures:

The administrative officer may approve a temporary structure that is incidental and accessory to a principal use subject to the following:

No Review or Permit Required	Site Plan Review: Zoning Permit & COA	Review as per Underlying Zoning
A structure placed up to 10 consecutive days or 30 days within any 12-month period at the same location.	A structure placed from 11-31 0 consecutive days or 31-60 days within any 12 month period at the same location.	A structure placed over 31 consecutive days or more within any 12 month period at the same location, is no longer considered a temporary structure.
Tents used for recreational non-commercial camping purposes.		
Tents as defined in Chapter 3 of NFPA 101 for non-residential purposes, as approved by the Burlington Fire Marshal, placed up to 180 days within and 12-month period at the same location.		
<u>Temporary structures for non-residential purposes in both Civic Spaces and all enumerated City of Burlington Parks (Code of Ordinances Chapter 22-1), without review or required zoning permit for up to 60 days within a 12 month period, provided that the structure is approved by the Burlington Fire Marshal.</u>		

* Material stricken out deleted.

** Material underlined added.

ORIGINAL

AN ORDINANCE IN RELATION TO

CDO--STRUCTURES ZA-23-04 Temporary Structures

Introduced by
Planning, Planning Commission

Read in City Council first time
September 11, 2023

Attest, [Signature], Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____, 20____.

Attest, _____, Clerk.

Read in City Council second time
October 23, 2023

Attest, [Signature], Clerk.

Passed in City Council at meeting held
October 23, 2023

Attest, [Signature], Clerk.

Approved October 20, 2023
[Signature], Mayor.

I, CAO Schad, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day, _____ day of _____, 2023.

namely the _____ day of _____, 2023.

Adopted 10/23/23
Published 11/08/23
Effective 11/29/23
[Signature], CAO Schad

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on _____

Planning Director, Meaghan Tuttle

Attest:

[Signature]
Lori Olberg
Licensing and Records Coordinator

* * * * *

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission
Public Hearing Dates: _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Three

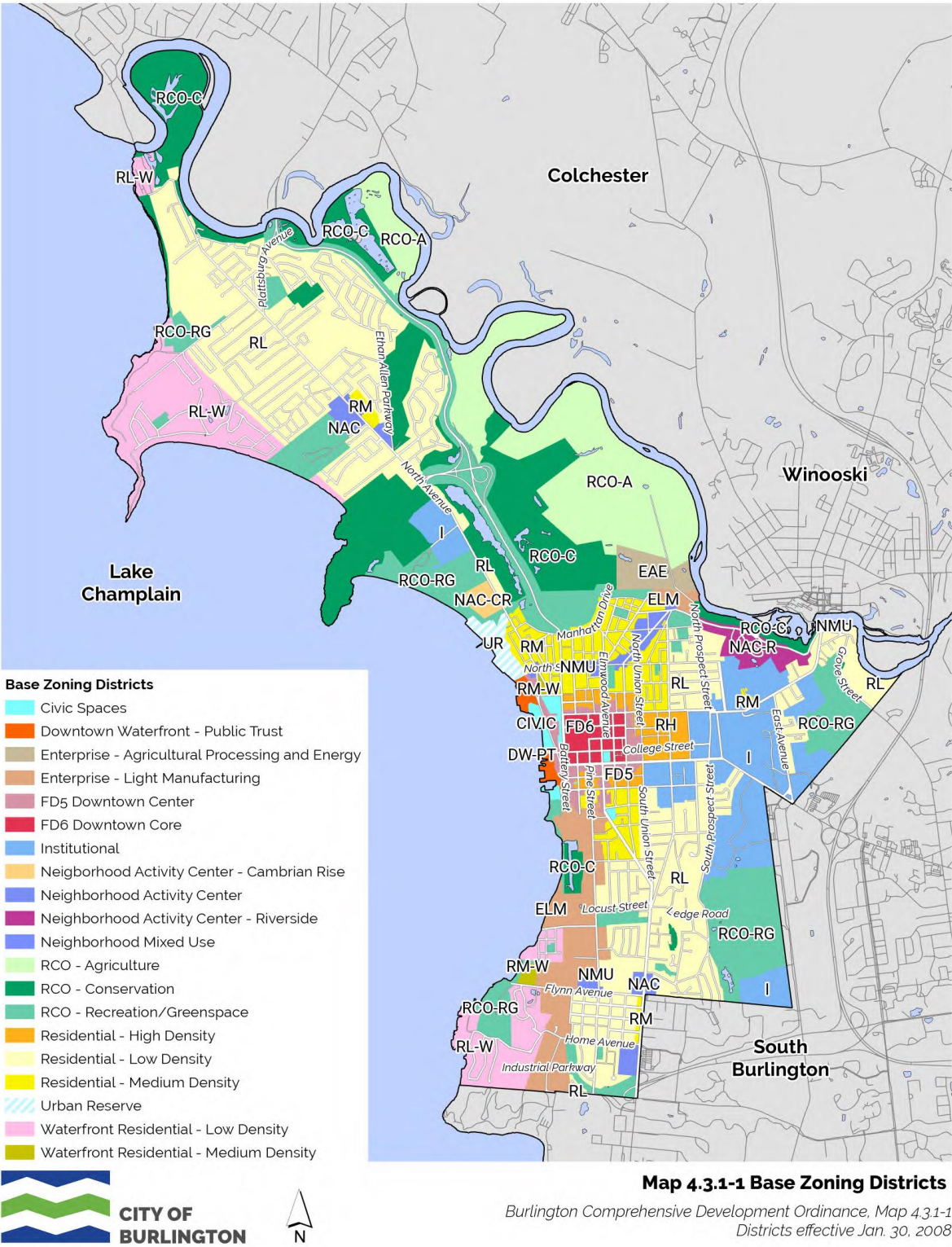
An Ordinance in Relation to

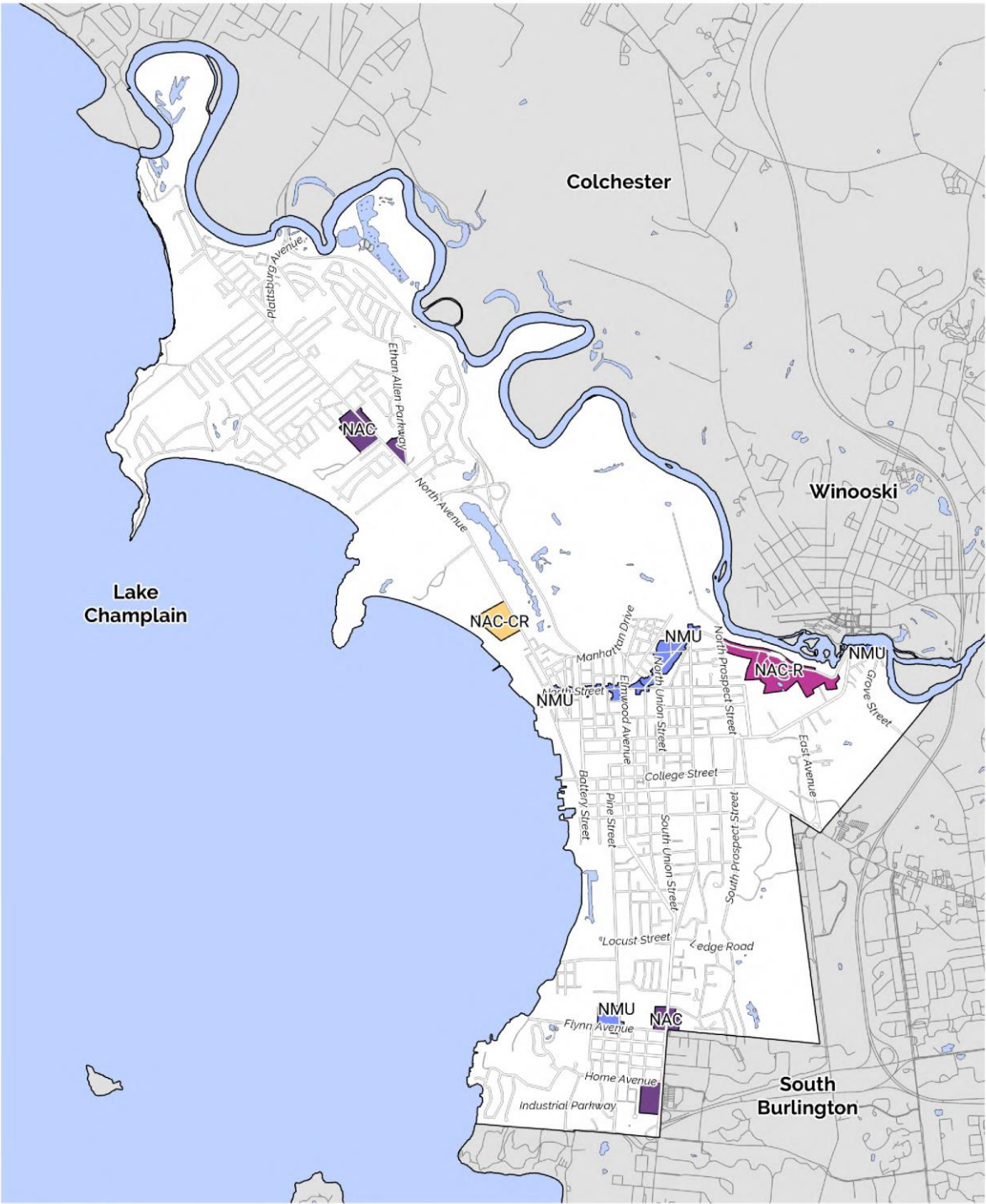
CDO—REZONING
ZA-23-05
168 Archibald Street

It is hereby Ordained by the City Council of the City of Burlington as follows:

1 That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of
2 Burlington be and hereby is amended to rezone 168 Archibald Street from Residential-Medium Density
3 (RM) to Neighborhood Mixed Use (NMU) by amending Map 4.3.1-1 Base Zoning Districts, Map 4.4.2-1
4 Neighborhood Mixed Use Districts, and Map 4.4.5-1 Residential Zoning Districts, thereof to read as follows:

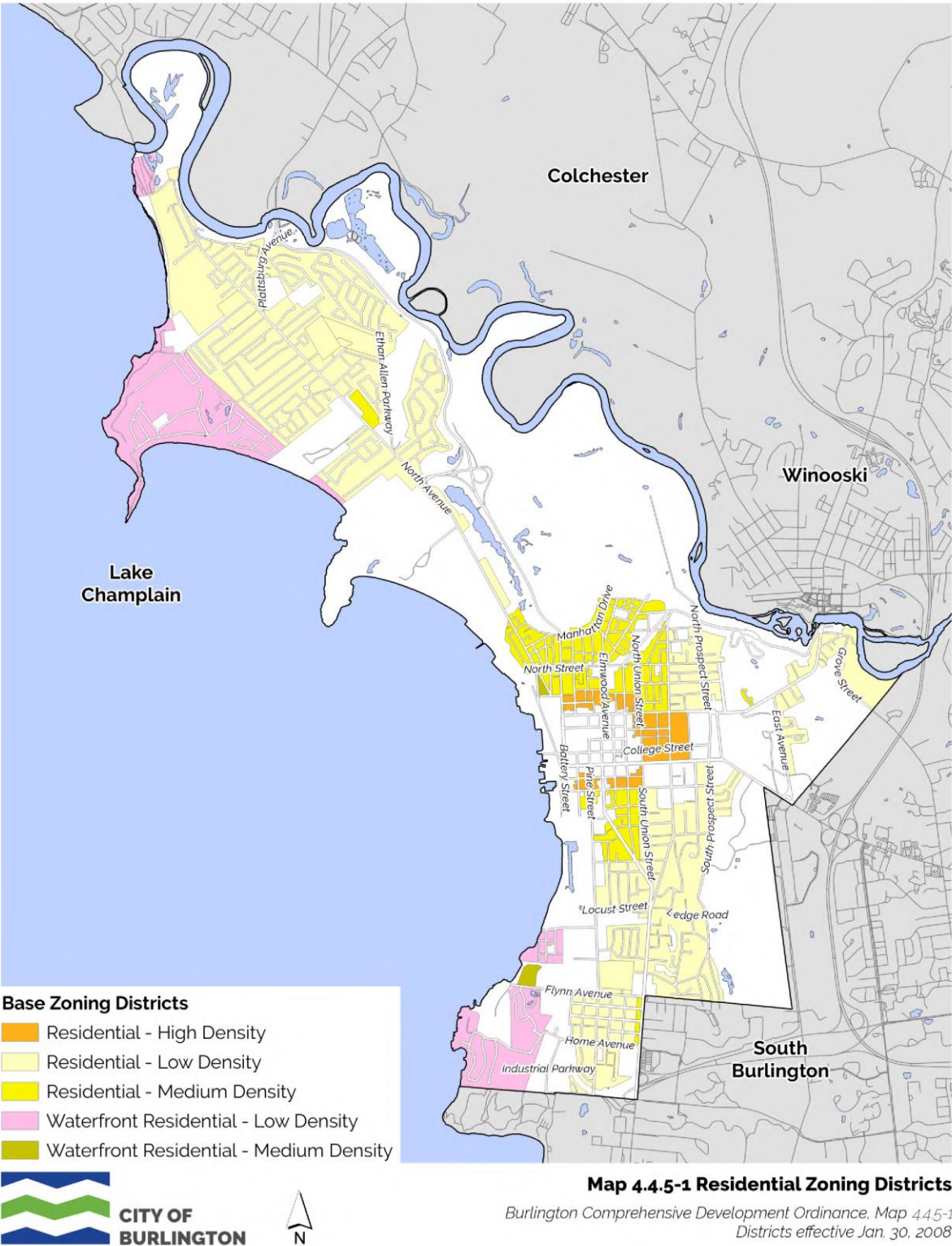
5
6 **Maps included below to replace respective maps in current CDO version





Map 4.4.2-1 Neighborhood Mixed Use Districts
Burlington Comprehensive Development Ordinance, Map 4.4.2-1
Districts effective Jan. 30, 2008

31
32 Map 4.4.2-1 Neighborhood Mixed Use Districts



33

34 Map 4.4.5-1 Residential Zoning Districts

35

36

Planning/KS/Ordinance 2023/ZA-23-05 Rezoning 168 Archibald Street

37

CDO Maps 4.3.1-1, 4.4.2-1, and Map 4.4.5-1

38

10/18/23

39



City of Burlington, VT
149 Church Street, 3rd Floor
Burlington, VT 05401
Phone: (802) 865-7144

www.burlingtonvt.gov/plan

TO: Burlington City Council
Mayor Miro Weinberger
FROM: Charles Dillard, AICP, Principal Planner
DATE: August 10, 2023
RE: Proposed CDO Amendment – ZA-23-05: 168 Archibald Street

Overview & Background

This amendment is requested by Kitter Spater, prospective owner of the property located at 168 Archibald Street. The applicant seeks to rezone the property from Residential – Medium Density (RM) to Neighborhood Mixed Use (NMU). The property is immediately adjacent to the property at 320 North Winooski Avenue, which is within the NMU district.

Under current RM zoning, a limited range of neighborhood commercial uses is allowed. The CDO defines Neighborhood Commercial Uses as, "Non-residential establishments intended to serve or accommodate the needs of a limited geographic segment of a community or area." The applicant intends to use the property for uses not currently permitted under the Neighborhood Commercial Uses category, but that are otherwise permitted in the immediately adjacent NMU district and consistent with the Neighborhood Activity Centers designation on the Future Land Use Map.

North Winooski Avenue and North Street are the spines of the Old North End and are depicted as Neighborhood Activity Centers on *planBTV's* Future Land Use Map. The edges of these zones play an important role in transitioning from the higher intensity mix of uses within the Activity Centers and the typically residential neighborhoods surrounding them. The property at 168 Archibald is one such property, and is identified as within a Transitional Edge on the Future Land Use Map.

The property is listed on the National Register of Historic Places and is also known as the Old Ohavi Zedek Synagogue. The Synagogue was built in 1885, making it the oldest continuing Jewish congregation at the time of its placement on the Register in 1978.



168 Archibald
(outlined in red)

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
----------------	----------------------	----------------------

Purpose Statement

This amendment modifies the zoning district for the property at 168 Archibald Street from RM to NMU to facilitate additional commercial uses on the property.

Proposed Amendments

The following amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal:

1. Amends Article 4 – Zoning Maps and Districts to modify three maps as described below.

- Modifies Map 4.3.1-1 Base Zoning Districts
- Modifies Map 4.4.2-1 Neighborhood Mixed Use Districts
- Modifies Map 4.4.5-1 Residential Zoning Districts

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

The proposed amendment is consistent with *planBTV*, which designates the property as a Neighborhood Activity Center Transitional Edge on the Future Land Use Map. The *plan* states that, "within neighborhood activity centers, gradual transitions in the intensity of development and the uses permitted are important to help these mixed-use areas blend with lower density residential areas that surround them.

Impact on Safe & Affordable Housing

The amendment has no substantial impact on safe and affordable housing in Burlington.

Planned Community Facilities

This amendment has no direct impact on planned community facilities.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process				
Draft Amendment prepared by: Staff 6/21/23	Presentation to & discussion by Commission 6/27/23	Approve for Public Hearing 6/27/2023	Public Hearing 8/8/2023	Approved & forwarded to Council 8/8/2023
City Council Process				
First Read 9/11/2023	Ordinance Cmte discussion <i>Recommend waive rules & warn for hearing</i>	Ordinance Cmte recommend	Second Read & Public Hearing 10/23/23	Council Approval & Adoption

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Charles Dillard
Proposed CDO Amendments: Setbacks, Temporary Structures, 168 Archibald St.,
Title/Subject: Technical Amendments

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/16/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

CITY OF BURLINGTON

ORDINANCE 8.6

Sponsors: Planning, Planning
Commission
Public Hearing Dates: 10/23/23
First reading: 09/11/23
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: 10/23/23
Action: adopted
Date: 10/23/23
Signed by Mayor: 10/30/23
Published: 11/08/23
Effective: 11/29/23

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—REZONING
ZA-23-05
168 Archibald Street

It is hereby Ordained by the City Council of the City of Burlington as follows:

1 That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of
2 Burlington be and hereby is amended to rezone 168 Archibald Street from Residential-Medium Density
3 (RM) to Neighborhood Mixed Use (NMU) by amending Map 4.3.1-1 Base Zoning Districts, Map 4.4.2-1
4 Neighborhood Mixed Use Districts, and Map 4.4.5-1 Residential Zoning Districts, thereof to read as follows:

5
6 **Maps included below to replace respective maps in current CDO version

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____

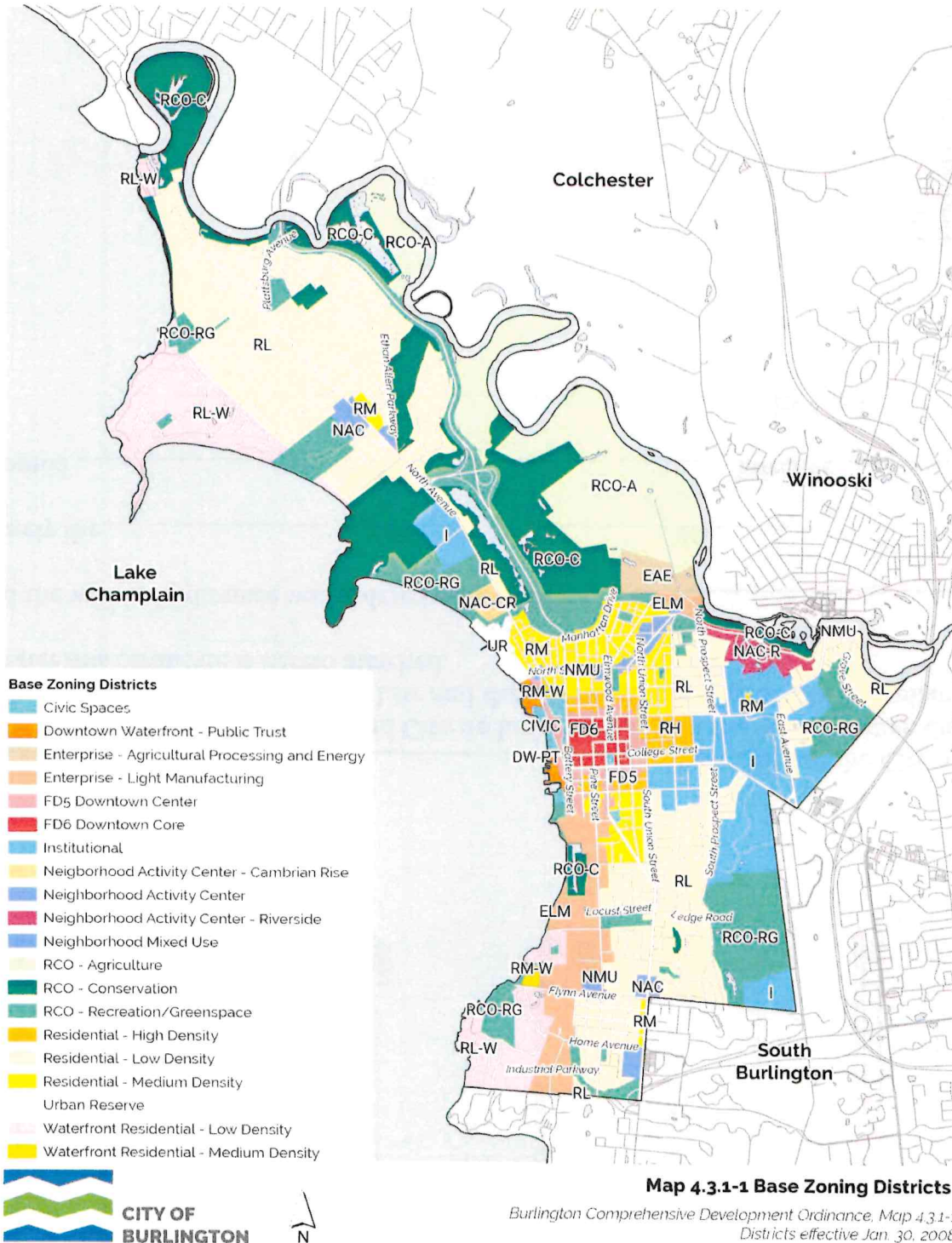
_____, City Clerk

Attest:

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

* * * * *



29

30 Map 4.3.1-1 Base Zoning Districts

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____

_____, City Clerk

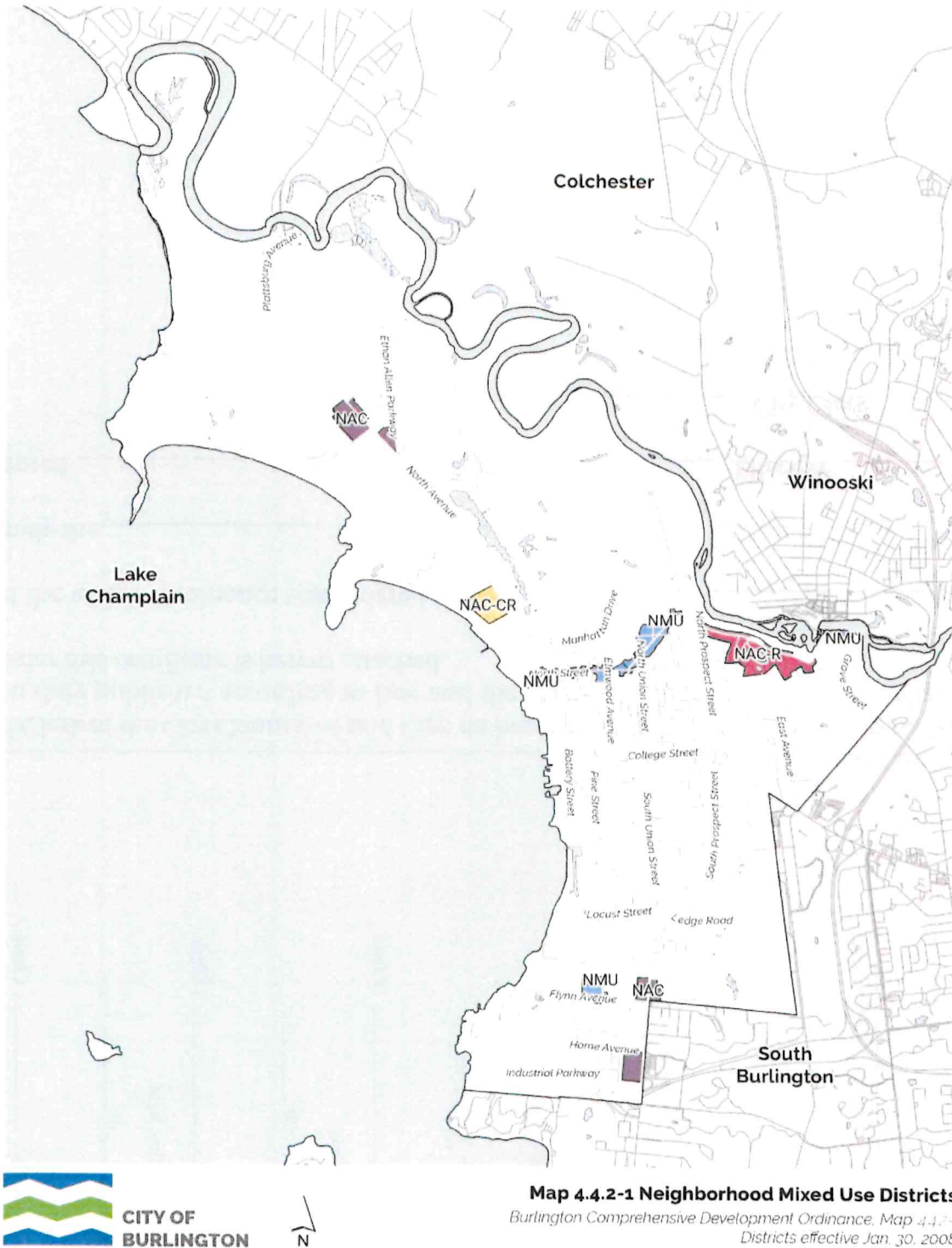
Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

Attest:

* * * * *

* * * * *



31

32 Map 4.4.2-1 Neighborhood Mixed Use Districts

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20_____.

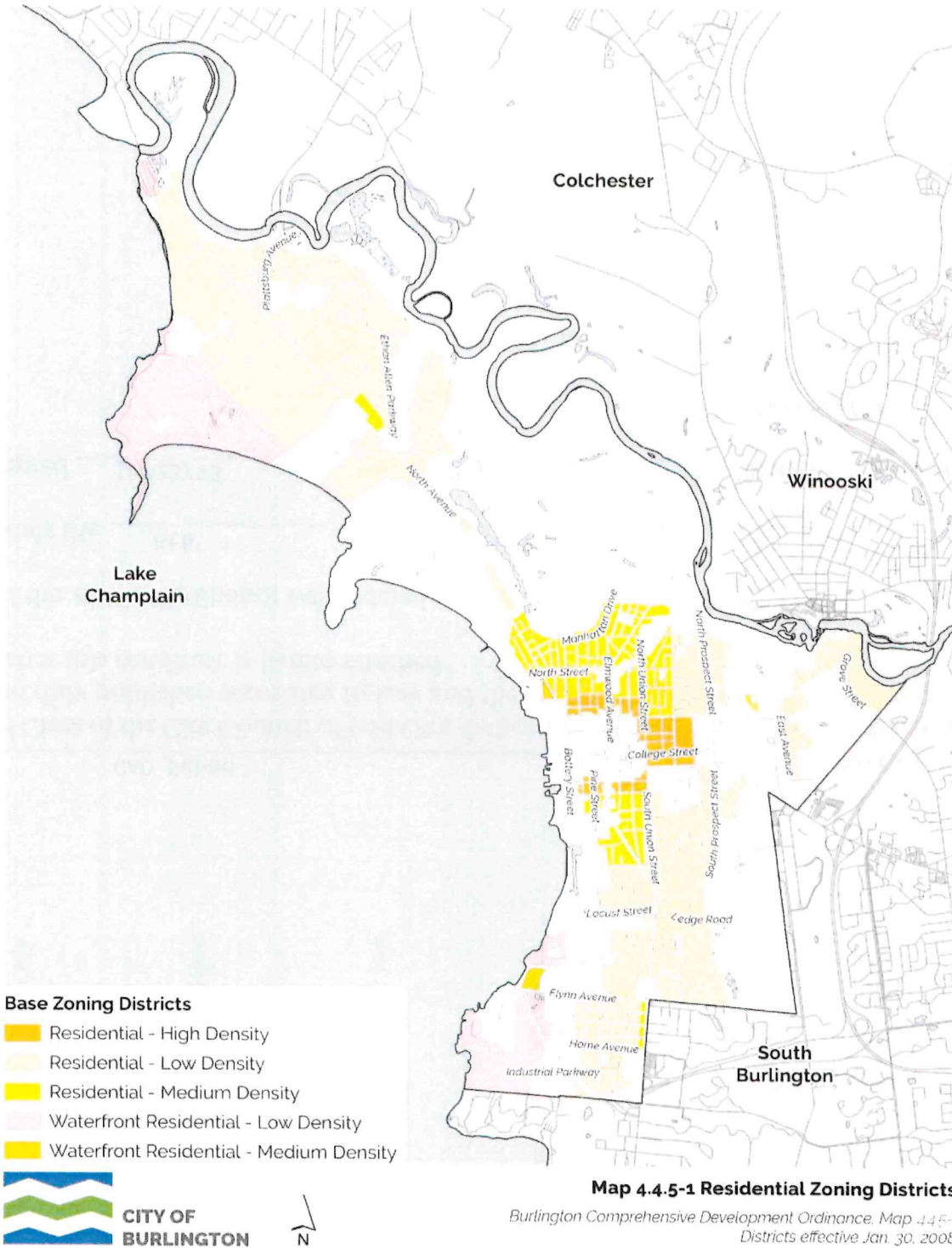
Adopted _____ Published _____ Effective _____

_____, City Clerk

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

Attest:



33

34 Map 4.4.5-1 Residential Zoning Districts

ORIGINAL

AN ORDINANCE IN RELATION TO

CDO-REZONING ZA-23-05 168 Archibald Street

Introduced by

City Clerk / Planning, Planning Commission

Read in City Council first time

September 11, 2023

Attest,

City Clerk, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

Attest,

City Clerk, Clerk.

Read in City Council second time

October 23, 2023

Attest,

City Clerk, Clerk.

Passed in City Council at meeting held

October 23, 2023

Attest,

City Clerk, Clerk.

Approved October 30, 2023

Mayor, Mayor.

I, CAO Schad, City Clerk of the City of Burlington, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for Wednesday day, November 23, 2023, namely the 8th day of November, 2023.

Adopted 10/23/23 Published 11/08/23 Effective 11/29/23

CAO Schad, City Clerk

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on

Planning Director, Meaghan Tuttle

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

* * * * *

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission
Public Hearing Dates: _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

In the Year Two Thousand Twenty-Three

An Ordinance in Relation to

CDO—TECHNICAL AMENDMENTS
ZA-24-01

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 3.1.2, Zoning Permit Required; 3.2.7, Administrative Review and Approval; 3.5.2, Applicability; 4.3.1, Base Districts Established; 4.4.1, Downtown Mixed Use Districts; 4.4.2, Neighborhood Mixed Use Districts; 4.4.5, Residential Districts; 5.1.2, Structures; 5.2.5, Setbacks; 5.2.6, Building Height Limitations; 5.2.7, Density Calculations; 5.3.5, Nonconforming Structures; 5.4.8, Historic Buildings and Sites; 5.4.13, Emergency Shelters; 7.1.3, Exemptions; 7.2.3, Band Signs; 7.2.13, Wall Sign; 9.1.8, Inclusionary Rentals Units, Rentals and Sales; 9.1.12, Additional Density and Other Development Allowances; 9.1.13 Off-Site and Payment in Lieu Options; 9.1.15, Marketing of Inclusionary Units; 10.1.5, Lot Line Adjustments; 10.1.8, Preliminary Plat Review; 10.1.9, Final Plat Approval Process; 10.1.11, Recording of Final Plats; 13.1.2, Definitions; 14.3.6, Civic Spaces; 14.4.13, Urban Design Standards; 14.7.1, Applying for a Zoning Permit: Submission Requirements and Review; 14.7.2, Non-Conformities; 14.8, Glossary; and Appendix A, Use Table—All Zoning Districts; thereof to read as follows:

Sec. 3.1.2 Zoning Permit Required

Except for that development which is exempt from a permit requirement under Sec. 3.1.2(c) below, no development may be commenced within the city without a zoning permit issued by the administrative officer including but not limited to the following types of exterior and interior work:

(a) – (b) As written.

(c) Exemptions

The following shall be exempt from the requirements of this Ordinance and shall not be required to obtain a zoning permit:

1-20. As written.

21. The creation of new interior finished and habitable space where no change of use or exterior alteration is proposed.

(d) As written.

Sec. 3.2.7 Administrative Review and Approval

Pursuant to the provisions of 24 V.S.A. Section 4464(c), this section provides for the administrative review and approval of new development and amendments to previously approved development.

(a) Administrative Authority:

The administrative officer is hereby authorized to undertake the review and approval of those applicable applications subject to the planBTV: Downtown Code under Sec. 14.7.1 e) i and all of the following types of applications:

1. – 6. As written.

In addition, the administrative officer is hereby authorized to undertake the review and approval of certain COA Level II applications subject to the following thresholds and conditions:

7. – 10. As written.

11. Compliance with conditions of approval as specified in a written decision of the DRB; ~~and~~,

12. Minor amendments to development applications previously approved by the DRB where the proposed amendment otherwise qualifies for administrative review as a COA Level I application or under the planBTV: Downtown Code under Sec. 14.7.1 e) i and will not substantively alter any findings of fact or DRB decision and related conditions of approval; ~~and~~,

13. Creation of an Accessory Dwelling Unit where no other applicable standards would require review by the DRB.

Sec. 3.5.2 Applicability

(a) As written

(b) Major Impact Review:

Major Impact Review shall be required for the approval of all development involving any one or more of the following:

<u>Table 3.5.2-1 Zoning Districts</u>					
	Downtown Mixed Use and Form Districts	Neighborhood Mixed Use, Institutional, Enterprise,	Residential-Medium Density, Residential – High Density	Residential-Low Density	RCO-A, RCO-C, RCO-RG, UR
Dwelling Units	Creation of fifty (50) or more dwelling units	Creation of twenty-five (25) or more dwelling units	Creation of ten (10) or more dwelling units	Creation of five (5) or more dwelling units	NA
Land Subdivision	NA	NA	Creation of ten (10) or more lots;	Creation of five (5) or more lots	NA

Non-residential or Mixed Use Development	A development footprint ¹ of fifty thousand (50,000) s.f. or more, or the creation of one hundred thousand (100,000) s.f. or more of gross floor area.	A development footprint ¹ of twenty thousand (20,000) s.f. or more, or the creation of forty thousand (40,000) s.f. or more of gross floor area.	A development footprint ¹ of eight thousand (8,000) s.f. or more, or the creation of fifteen thousand (15,000) s.f. or more of gross floor area.	A development footprint ¹ of five thousand (5,000) s.f. or more, or the creation of ten thousand (10,000) s.f. or more of gross floor area.	Creation of five thousand (5,000) s.f. or more of gross floor area ²
---	---	---	---	--	---

¹ Development Footprint: total area of impervious coverage – buildings and parking.

² Farm structures are exempt per 10 VSA 6001.

In addition, Major Impact Review shall also be required for multiple projects undertaken by the same applicant or responsible party within any consecutive twelve (12) month period on the same or adjacent property that in the aggregate equal or exceed the above criteria.

Sec. 4.3.1 Base Districts Established:

The following zoning districts are hereby established as illustrated in Map 4.3.1.-1 and further described in Part 4 below:

- (a) As written.
- (b) A series of four (4) Neighborhood Mixed Use districts (see Sec. 4.4.2)
 - Neighborhood Mixed Use (NMU);
 - Neighborhood Activity Center (NAC);
 - Neighborhood Activity Center - Riverside Corridor (NAC-RC); and,
 - Neighborhood Activity Center – Cambrian Rise (NAC-CR);
- (c-g) As written.

Sec 4.4.1 Downtown Mixed Use Districts

- (a) –(c) As written.
- (d) **District Specific Regulations**
 - 1. As written.
 - 23. Facades and Setbacks on Side and Rear Property Lines**
As written.
 - 34. Lake Champlain Waterfront Setback:**
As written.
 - 45. Development Bonuses/Additional Allowances**
As written.

Sec. 4.4.2 Neighborhood Mixed Use Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.2 -1 Dimensional Standards and Density

Districts	Max. Intensity (floor area ratio ¹)	Max. Lot Coverage	Minimum Building Setbacks (feet)			Building Height (feet)
			Front ³	Side	Rear	
NAC	2.0 FAR	80% ⁴	0	0 ²	0 ²	Min: 22', 2 stories Max: 35
NMU	2.0 FAR	80%	0 ⁵	0 ²	0 ²	Min: 22', 2 stories Max: 35
NAC-Riverside	2.0 FAR	80%	0	0 ²	0 ²	Min: 22', 2 stories Max: 35
NAC-CR	2.0 FAR	60%	Min. 0 ⁷ Max. 20 ⁷	10 ⁶	20 ⁶	Min: 22', 2 stories Max: 65'

1. – 7. As written.

(c) – (d) As written.

Sec 4.4.5 Residential Districts

(a) As written.

(b) Dimensional Standards and Density

The density and intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.5-1 As written.**Table 4.4.5-2** As written.**Table 4.4.5-3: Residential District Dimensional Standards**

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁺
		Front ²	Side ³	Rear	Waterfront	
RL; WRL	35%	Min/Max:	Min:	Min:	Min:	35-feet

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁺
		Front ²	Side ³	Rear	Waterfront	
		Ave. of 2 adjacent lots on both sides +/- 5-feet	10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	25% of lot depth but in no event less than 20' Max required: 75-feet	75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	
RM	40%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	NA	35-feet
WRM	60%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	Min: 75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	35-feet
RH	80%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5-feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20-feet	Min: 25% of lot depth but in no event less than 20' Max required: 75-feet	NA	35-feet

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ⁺
		Front ²	Side ³	Rear	Waterfront	
1. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d)3A below. Measurement of and exceptions to coverage, setback, and height standards are found in Art 5. 2. Average front yard setback of the principal structures on the 2 adjacent lots on both sides within the same block having the same street frontage. See Sec. 5.2.45. 3. – 7. As written.						

(c) As written.

(d) District Specific Regulations

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

1. Setbacks As written.

2. Lot Coverage

A. Exceptions for Accessory Residential Features.

In addition to lot coverage exemptions in Sec. 5.2.3 (b), within the RL, RL-W, RM and RM-W districts, an additional ten (10) per cent of lot coverage above the otherwise applicable limit may be permitted for the following amenity features accessory to residential uses provided that such features shall at no time be enclosed or be used for parking:

(i) Decks;

(ii) Patios;

(iii) Porches;

(iv) Terraces

(v) Tennis or other outdoor game courts;

(vi) Swimming ~~pools and swimming~~ pool aprons;

(vii) Walkways;

(viii) Window Wells; and/or

(ix) Pervious pavement designed and maintained to infiltrate the 1-year/24-hour storm event onsite, subject to review and approval by the Stormwater Administrator.

With the exception of the additional lot coverage allowances provided for under Inclusionary Zoning, requirements such additional lot coverage shall not be permitted for any development where bonus provisions of this ordinance are applicable.

3. Accessory Residential Structures, Buildings and Uses

An accessory structure, building, and/or use as defined in Article 13 and provided under Sec. 5.1.1 and 5.1.2 customarily incidental and subordinate to a principal residential structure,

building and/or use, including but not limited to private garages, carriage houses, barns, storage sheds, tennis courts, swimming pools, cabanas for swimming pools and detached fireplaces may be permitted as follows:

A. Accessory structures or buildings shall meet the dimensional requirement set forth in the district in which they are located pursuant to Sec. 4.4.5(b) of this Article and related requirements in Art 5, Parts 1 and 2;

B. – D. As written.

4-6. As written.

Sec. 5.1.2 Structures

Except as otherwise provided by law or by this ordinance, no structure in any district shall be created, removed or altered except in conformance with the provisions of this Article and the requirements of the district in which such land or structure is located.

(a) – (c) As written.

(d) Accessory Residential Structures or Buildings

An accessory structure or building customarily incidental and subordinate to a principal residential use, structure, or building shall also be governed by the provisions of Sec. 4.4.5(d)43.

(e) – (f) As written.

Sec. 5.2.5 Setbacks

Setbacks between buildings structures and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of buildings-structures and open spaces between them and to the street.

(a) – (b) As written.

Sec. 5.2.6 Building Height Limits

No structure shall exceed thirty-five (35) feet in height unless otherwise authorized under the district-specific provisions of Article 4:

(a) As written.

(b) Building on Sloped Sites

Buildings on slopes shall reflect the pre-construction topography of the site by making use of opportunities to vary the building's height and roof forms relative to terrain changes as follows:

1. Measurement Interval: Building height shall be measured from the average grade along the street-facing façade at intervals of no less than 32-feet or more than 65-feet along the entire length of the street-facing façade (s).

*** *Illustration remains unchanged.*

2. – 3. As written

(c) Exceptions to Height Limits

1-5. As written.

6. The administrative officer may allow for up to a ~~5~~10% variation in the maximum building height to account for grade changes across the site. In no event however, shall such additional height enable the creation of an additional story beyond the maximum permitted.

(ed) _____ Clear Sight Triangle

1. As written.

Sec. 5.2.7 Density Calculations**(a) Dwelling Units Per Acre:**

In accordance with the district-specific provisions of Article 4, the calculation of density shall be measured as follows in such cases where the density is measured on a dwelling unit per acre basis:

1. Density Calculation: The total number of dwelling units provided on a lot or lots, or portion of the lot(s) where split by a zoning district boundary, shall be divided by the ~~net~~ area expressed in acres calculated to the nearest fractional tenth (i.e. to a single decimal point). The ~~net~~ area of the lot(s) shall account for buildable area where applicable (see Sec. 5.2.4). In calculating the number of dwelling units permitted, fractional units of less than five-tenths (0.5) shall be rounded down to the nearest whole number and fractional units of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. Any rounding of fractional units shall be limited to a single final calculation.

2. As written

(b) Floor Area Ratio

In accordance with the district-specific provisions of Article 4 where the intensity of development is measured on a floor area ratio basis, the calculation of development intensity shall be measured by dividing the gross floor area of all structures on a ~~site~~lot or lots, or portion of the ~~site~~lot(s) where split by a zoning district boundary, by the area of the gross-site lot(s)-area.

*** Illustration remains unchanged.

Sec. 5.3.5 Nonconforming Structures**(a) Changes and Modifications:**

Nothing in this Part shall be deemed to prevent normal maintenance and repair or structural repair, or moving of a non-complying structure pursuant to any applicable provisions of this Ordinance.

Any change or modification to a nonconforming structure, other than to full conformity under this Ordinance, shall only be allowed subject to the following:

1. – 3. As written.

When any portion of a nonconforming structure has been made conforming, it shall not be made nonconforming again except as provided for historic building features pursuant to Sec. 5.2.5(b)(4).

A non-conforming residential structure may be enlarged up to the dimensional standards of the underlying zoning district, subject to review and approval by the DRB pursuant to Art. 3, Part 4

Design Review ~~and Art. 3, Part 5 Conditional Use Review~~. Adaptive reuse or residential conversion bonuses may allow a greater expansion than the underlying zoning district allows approved per the provisions of Article 4.

Sec. 5.4.8 Historic Buildings and Sites

The City seeks to preserve, maintain, and enhance those aspects of the city having historical, architectural, archaeological, and cultural merit. Specifically, these regulations seek to achieve the following goals:

- To preserve, maintain and enhance Burlington’s historic character, scale, architectural integrity, and cultural resources;
- To foster the preservation of Burlington’s historic and cultural resources as part of an attractive, vibrant, and livable community in which to live, work and visit;
- To promote a sense of community based on understanding the city’s historic growth and development, and maintaining the city’s sense of place by protecting its historic and cultural resources; and,
- To promote the adaptive re-use of historic buildings and sites.

(a) – (d) As written.

(e) Historic Building Rehabilitation Bonus:

In order to facilitate the rehabilitation and reuse of historic buildings in Residential and Institutional districts, development in excess of the limits set forth in Tables 4.4.4-1, 4.4.5-2 and 4.4.5-3 may be permitted by the DRB subject to all of the following conditions:

- i. The principal building shall be listed or eligible for listing in the United States Department of the Interior’s National Register of Historic Places or the Vermont State Register of Historic Places;
- ii. The density limits of the underlying zoning district in Sec. 4.4.4(b) and 4.4.5(b) shall not apply. The extent of development shall instead be limited to an expansion up to a total of 125% of pre-application gross floor area of the qualifying principal building in (i) above;
- iii. The rehabilitation conforms to the requirements of Sec.5.4.8 (b) above;
- iv. Neighborhood commercial uses may be permitted by the DRB subject to the applicable requirements of Sec. 4.4.5(d)(5)(A); and,
- v. Lot coverage shall not exceed the figure established in Table 5.4.8-1:

Table 5.4.8-1 Historic Building Rehabilitation Bonus

District	Maximum Coverage ¹
RL, RL-W, I	Expansion up to <u>the greater of 62% lot coverage or</u> a total of 125% of pre-application principal building coverage.
RM, RM-W	Expansion up to <u>the greater of 72% lot coverage or</u> a total of 125% of pre-application principal building coverage.

RH	Expansion up to <u>the greater of 92% lot coverage or a total of 125% of pre-application principal building coverage.</u>
<u>1. The maximum lot coverages identified in this table are applied in Table 4.4.5-8 – Maximum Density, Lot Coverage and Building Heights with Bonuses</u>	

Sec 5.4.13 Emergency Shelters

Emergency shelters shall be subject to the site and design review standards in Art 6.

In addition to conditional use standards where applicable, proposals for all new emergency shelters shall comply with the following requirements:

- (a) – (b) As written.
- (c) Density within the neighborhood mixed use zones shall be limited to fifty (50) beds, and there is no density limit in the ~~downtown or downtown transition~~ FD5 and FD6 zones;
- (d) – (f) As written.

Sec. 7.1.3 Exemptions

Repainting, refacing, repair, or change of lettering, logo, or colors using the same materials within an existing permitted Sign frame shall be exempt from the requirements of this Article and allowed without the requirement to obtain a new zoning permit.

The following types of Signs are permitted in all parts of the city, and shall also be exempt from the requirements of this Article and the necessity to obtain a permit:

- (a-g) As written
- (h) Historic Marker: A non-illuminated Wall Sign ~~two (2) square feet or less in size~~ sixteen square feet or less in size commemorating the historic significance of a building or site.
- (i-j) As written

Sec 7.2.3 Band Sign

****Illustration to remain unchanged.*

Description

This Sign type consists of a single face, and is placed within a Sign Band that is architecturally integrated into the overall design of the building façade over a principal entrance and spanning across an individual storefront or the entire façade on a Primary Frontage.

Specifications

Quantity (max)	1 Band Sign per street-level storefront, <u>except that where a Primary Frontage contains more than one architecturally distinguishable Sign Band, 1 Band Sign shall be permitted per Sign Band.</u>
Width, Sign (max)	As written.

266	Height, Sign, (max)	As written.
267	Height, Overall (max)	As written.
268	Depth/Projection,	
269	lettering (max)	As written.
270	Area, Sign (max)	As written.
271		
272	Miscellaneous	As written.
273		

Sec. 7.2.13 Wall Sign

****Illustration to remain unchanged.*

Description

This Sign type has a single face and is attached, painted, or otherwise mounted parallel to a building or structure wall on a Primary or Secondary Frontage or elevation where no street Frontage is available.

Specifications

Height (max)

No higher than the floor level of the second story.

Area (max)

- 2 sf per linear foot of street frontage, or elevation where no street frontage is available, associated with a first floor tenant.
- 10 sf for a second floor or above tenant with only a ground floor entryway.
- In no case may the total area of all Wall Signs exceed the lesser of two hundred (200) square feet or fifteen (15%) per cent of the area of the façade or elevation to which they are attached.
- A Wall Sign in any residential district shall not exceed 6-sf in area.
- A Wall Sign in a RCO-R/G district shall not exceed 20-sf in area.

**Depth/Projection
(max)**

12-in max. from the facade

Miscellaneous

As written.

9.1.8 Inclusionary Units, Rentals and Sales

For covered projects in which units are offered for rent or sale, a base of fifteen percent (15%) of all of the dwelling units in the project, graduated as specified in Table 9.1.8-1, shall be designated as inclusionary units

This includes any covered project where units are offered for sale via the conveyance of a deed or share for individual units, including fee simple ownership, condominium ownership and cooperative ownership.

Table 9.1.8-1 Inclusionary Zoning Percentages	
If the average sale and rental price of project units is affordable to a household earning:	The percentage of units which are subject to rent and sales prices as per Sec. 9.1.9 and are subject to marketing and continued affordability provisions (Sec. 9.1.105 and Sec. 9.1.146) shall be at least:
Less than 139% of AMI	15%
140%-179% of AMI	20%
Development in any Waterfront district (RM-W, RL-W, NAC-CR and FD5 west of Battery St) or 180% of AMI and above in any other district	25%
Off-campus student housing	15% of total beds

Sec. 9.1.12 Additional Density and Other Development Allowances

All covered projects shall be entitled to increases in the development allowances of the underlying zoning district in accordance with the provisions of this section.

(a) Any covered project shall be entitled by right to an increase in the maximum lot coverage density/intensity, and, where applicable, height allowed for the lot(s) on which the project is located when all required Inclusionary Units are constructed on the same lot, or lots subject to Article 11 Planned Development. Calculations for these entitlements shall be based on the following tables:

***Remainder of section as written.

Sec. 9.1.13 Off-Site and Payment in Lieu Options

In no event may a covered project which benefited from additional density or development allowances per Sec. 9.1.12 that has been constructed and occupied utilize the following options.

(a) – (b) As written.

Sec. 9.1.15 Marketing of Inclusionary Units

Any applicant developing a covered project shall adhere to the following provisions with respect to the initial offering of inclusionary units for sale or rental:

(a) Trust Fund Notification

The developer shall notify the Housing Trust Fund Manager, as defined in Section 18-~~400~~ 403 of the Burlington Code of Ordinances, of the prospective availability of any inclusionary units at the time that the building permit is issued for such units in a covered project;

(b) – (f) As written.

Sec. 10.1.5 Lot Line Adjustments

The intent of this section is to provide for an abbreviated review and approval process for the realignment of lot boundary lines between existing adjacent lots, including the merger of lots, where no additional lots are being created. In addition, a lot line adjustment shall include the addition and subtraction of vestigial alleys, as defined in Article 13, when being combined with an adjacent lot. A lot line adjustment shall not constitute a subdivision.

(a) Lot Line Adjustment Submission Requirements:

1-3. As written

4. ~~Two (2) copies~~ One digital or electronic copy of a lot line adjustment plat which shall include the following:

The plat shall be prepared by a Vermont licensed land surveyor and indicate all lots that are proposed to be modified as a result of the proposed lot line adjustment. The survey shall be sufficient to clearly indicate the area, metes, bounds, and ties of each of the affected lots.

The survey shall include all structures and site improvements and delineate all building/structure setbacks, lot coverage, parking spaces and any other details as may be specified by the Administrative Officer.:

The following additional language shall be printed on the plat:

“Approval of this lot line adjustment plat does not constitute the creation of a separate parcel or lot. It adjusts the physical location of the common boundary of the adjoining parcels or lots. This lot line adjustment has been approved by:”

City of Burlington Administrative Officer/ Assistant Administrative Officer

Date: _____ Zoning Permit # _____

(b)-(c) As written.

Sec. 10.1.8 Preliminary Plat Review

After sketch plan review if applicable, the applicant may submit an application for Preliminary Plat Review pursuant to requirements specified below and containing any additional information requested by the administrative officer after completion of the sketch plan review.

(a) Preliminary Plat Submission Requirements

An applicant requesting preliminary plat review shall submit the following to the administrative officer:

1-4. As written.

5. ~~Eight (8) copies~~One digital or electronic copy of a preliminary plat meeting the following specifications:

A. Sheet ~~size and~~ scale: The preliminary plat ~~shall be twenty four (24) inches by thirty six (36) inches outside dimension. The plat shall be clearly and legibly drawn to a scale of no larger than one-inch equals forty (40) feet. Larger sheet sizes will be allowed with approval of the administrative officer. A reduced, 11" X 17" copy as well as digital version in a format acceptable to the administrative officer shall also be submitted.~~

B. As written.

6. ~~Eight (8) copies~~One digital or electronic copy of a preliminary site plan meeting the following specifications:

A. Site plan, drawn to a scale of 1" =, 10, 20, 40 or 60 ft., of the subject property. ~~A reduced, 11" X 17" copy as well as digital version in a format acceptable to the administrative officer shall also be submitted;~~

B. As written.

(b) Completeness of Submission, Administrator's Action

Upon receipt of a complete application, including all supporting documents and payment of all applicable fees, the administrative officer shall have no more than thirty (30) days to refer the application to the DRB pursuant to the provisions of 24 VSA Sec 4448 and Art. 3, Sec. 3.2.5. In addition, the administrative officer shall date each copy and immediately distribute one copy to each of the following:

1. – 5. As written.

The administrative officer shall retain ~~the other two (2) copies~~a copy. The administrative officer shall also notify the school board and the city councilors serving the affected ward(s) of the pending development; its size, location, and general character.

(c) – (d) As written.

(e) Decision of the DRB on the preliminary plat:

Pursuant to Sec. 3.2.8, within forty-five (45) days from the close of the public hearing on the preliminary plat the DRB shall issue Findings of Fact regarding the proposed application's conformance with each of the review standards of (d) above. The DRB's decision may be to approve, approve with modifications, or disapprove the preliminary plat. Failure of the DRB to issue a decision within this period shall be deemed approval and shall be effective on the 46th day. Notation of the action taken by the DRB shall be ~~made on two (2) copies of the preliminary plat—one copy to be returned~~provided to the applicant and one copy retained for the records of the DRB.

Approval of the preliminary plat shall not constitute a final decision of the DRB on the proposed project or in any manner whatsoever constitute an approval of a final plat unless as specifically provided under Sec. 10.1.7 above. Such a decision shall indicate only conceptual approval of the proposed layout and serve as a guide to the preparation of the final plat.

Disapproval of the preliminary plat shall constitute a final decision of the DRB on the proposed project and be subject to the provisions for appeal pursuant to Art. 12, or consideration of a revised preliminary plat as provided under (f) below. In the case of disapproval, the DRB shall include in the Findings of Fact the specific reasons for denial which shall accompany the ~~returned~~provided copy of the preliminary plat.

(f) –(g) As written.

Sec. 10.1.9 Final Plat Approval Process

During such time that an approved preliminary plat remains effective, the applicant may submit an application for approval of a final plat.

(a) Final Plat and Construction Detail Submission Requirements

The applicant may seek approval of a final plat by filing the following items with the administrative officer. All plat maps, including street and utility construction plans, shall also be provided in a digital computer format compatible with the city mapping and CAD systems as determined by the administrative officer.

1. – 2. As written.

3. ~~Ten (10) copies~~One digital or electronic copy of the final plat, as specified in subsection (6) below.

4. One digital or electronic copy~~Ten (10) copies~~ of the final site plan, as specified in subsection (7) below.

5. One digital or electronic copy~~Ten (10) copies~~ of construction detail drawings of the sewer, water and drainage systems, other underground utilities, surface improvements, street profiles and street cross-sections as specified in subsection (8) below.

6-9. As written.

(b) Completeness of Submission, Administrator's Action

Upon receipt of a complete application for review of a final plat, the administrative officer shall have no more than thirty (30) days to refer the application to the DRB pursuant to the provisions of 24 VSA 4448 and Art. 3, Sec. 3.2.5. In addition, the administrative officer shall date each copy of such drawings and distribute a copy to the city engineer and the director of each affected city department. The final plat shall be made available~~Two (2) copies shall be reserved~~ for use by private utilities ~~and two (2) copies~~ shall be retained by the administrative officer.

(c) – (e) As written.

Sec. 10.1.11 Recording of Final Plats

(a) As written.

(b) Recording within 180 days

The final plat, endorsement by the DRB and all associated documents, shall be recorded in the office of the chief administrative officer within 180 days of the DRB's approval of the final plat. Failure to file all such materials within 180 days of the decision shall render the final plat approval void. In the case of an appeal of the DRB's approval of the final plat, or where additional state or federal permits may be required, the filing deadline shall be within 180 days of the final action or adjudication.

Upon written request, the administrative officer may extend the date for filing the plat by an additional 90 days.

The plat to be filed with the chief administrative officer shall comply with the requirements of 27 V.S.A. Chapter 17 and Section 10.1.9 (a)6 of this Article, and shall be drawn in black permanent inks on three (3) to five (5) mil stable-base polyester film (mylar) and 18 inches by 24 inches in dimension. After such filing or recording, the plat shall be part of the City of Burlington Official Map.

In addition to the final plat as recorded in the city land records:

1. One copy of the approved plat shall be filed with the building inspector before building permits for structures within the subdivision are made available;
2. One copy of the approved plat shall be filed with the city assessor; and,
3. A digital version of the approved plat shall be filed with the ~~department of planning & zoning~~Department of Permitting & Inspections in a format acceptable to the administrative officer.

(c) As written.

Sec. 13.1.2 Definitions

For the purpose of this ordinance certain terms and words are herein defined as follows: Unless defined to the contrary in Section 4303 of the Vermont Planning and Development Act as amended, or defined otherwise in this section, definitions contained in the building code of the City of Burlington, Sections 8-2 and 13-1 of the Code of Ordinances, as amended, incorporating the currently adopted edition of the American Insurance Association's "National Building Code" and the National Fire Protection Association's "National Fire Code" shall prevail.

Additional definitions specifically pertaining to Art. 14 planBTV: Downtown Code can be found in Sec. 14.8, and shall take precedence without limitation over any duplicative or conflicting definitions of this Article.

Density Calculation: A calculation based on the lot size and the allowable units per acre or FAR as applicable in a given zoning district.

~~**Floor Area Ratio:** The ratio of above ground gross floor area to gross site area or, a multiplier representative of the development limits of a site applied to the parcel/land size.~~

Sec. 14.3.6 CIVIC SPACES

(a)-(b) As written.

(c) **PARK**

INTENT As written.

SPECIFICATIONS As written.

TYPICAL FEATURES As written.

PARKING

~~On-site parking is not required unless facilities for structured recreation and community events such as recreation fields and courts, swimming pools, and community rooms are provided. No on-site parking is required.~~

Sec. 14.4.13 URBAN DESIGN STANDARDS

While traditional architectural styles and forms are welcome, a diversity of traditional, neo-traditional, and modern architectural styles and forms are highly encouraged in order to both reflect and advance the evolution and diversity of Burlington's built environment. Regardless of the architectural style used, there remain a number of fundamental urban design standards that must be addressed in order to ensure the creation of a dynamic, engaging, and pedestrian-oriented streetscape.

The following urban design standards shall be applicable to all new construction and Substantial Modification of all Buildings in the Downtown and Waterfront District:

(a)-(c) As written.

(d) Building Materials

The following requirements regarding the selection and use of Building materials is intended to improve the physical quality and durability of buildings, enhance the pedestrian experience, and maintain the character of the downtown area.

i. –iv. As written.

vi. Alternate Materials: As written.

vii. Other: As written.

(e)-(g) As written.

SEC. 14.7.1 APPLYING FOR A ZONING PERMIT: SUBMISSION REQUIREMENTS AND REVIEW

(a)-(e) As written.

(f) Review and Approval of Civic Spaces and Civic Buildings

The creation of new Civic Spaces or Civic Buildings, or the Substantial Modification of an existing Civic Space or Civic Building, shall follow the process as defined below. Any other proposed alteration to an existing Civic Space or Civic Building shall be reviewed and approved by the Administrative Officer who shall ensure ongoing compliance with the intent and standards of this Chapter as applicable.

Because of their important civic nature and public use, the design and form of a new or Substantial Modified Civic Space or Civic Building shall be determined after:

- pre-application review and consultation with the departments of ~~City~~ City Planning, Permitting and Inspections, Community and Economic Development, and Parks, Recreation, Waterfront;
- a pre-application Neighborhood Public Meeting pursuant to Sec. 3.2.1 (d) of the BCDO;
- review and recommendation of the Design Advisory Board; and,
- final review and approval by the Development Review Board.

In its discretion to approve a new Civic Space or Civic Building, the Development Review Board, after a Public Hearing, shall consider and reach an affirmative finding on each of the following:

i. – iii. As written.

Sec. 14.7.2 NON-CONFORMITIES

In addition to that as specified in Article 5, Part 3 Non-Conformities of the *Burlington Comprehensive Development Ordinance*, any Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto which lawfully existed at the time of adoption of the applicable provisions of this Article or any amendment thereto may be continued subject to the following provisions:

a) As written.

b) Any Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto which legally existed on the effective date of this Article that does not conform to the requirements of this Article may continue until a Substantial Modification is requested or ~~Abandonment~~discontinuance occurs.

c) As written.

d) At such time when a Substantial Modification is requested or ~~Abandonment~~discontinuance occurs, only the affected portion(s) of the Building, Structure, Frontage, Development, Site, Improvement, or other appurtenance thereto shall be required to comply with all applicable provisions of this Article and to the greatest extent practicable in the determination of the Administrative Officer or unless relief is provided by the DRB pursuant to Sec. 14.7.3 below; and,

~~de~~) As written.

Sec 14.8 GLOSSARY

This Section provides definitions for certain terms found in this Article 14. Additional definitions are to be found in Article 13 of the BCDO.

The following terms, as used in this Article 14, shall have the following meanings:

Civic: the term defining public or quasi-public activities dedicated to arts, culture, education, recreation, government, places of worship, public assembly, and public transportation.

Appendix A-Use Table – All Zoning Districts

***For changes See attached Appendix A-Use Table—All Zoning Districts

591 * Material stricken out deleted.

592 ** Material underlined added.

593

594 Planning/KS/Ordinances 2023/ZA-24-01 Technical Changes

595 CDO Sections 3.1.2, 3.2.7, 3.5.2, 4.3.1, 4.4.1, 4.4.2, 4.4.5, 5.1.2, 5.2.5, 5.2.6, 5.2.7, Density Calculations; 5.3.5, 5.4.8, 5.4.13, 7.1.3, 7.2.3, 7.2.13, 9.1.8, 9.1.12,
596 9.1.13 9.1.15, 10.1.5, 10.1.8, 10.1.9, 10.1.11, 13.1.2, 14.3.6, 14.4.13, 14.7.1, 14.7.2, 14.8, and Appendix A

597 10/19/23

598

599

600

601

602

603

604

605

606

Appendix A-Use Table – All Zoning Districts

	Urban Reserve	Recreation, Conservation & Open Space			Institutional	Residential			Downtown Mixed Use ⁱ	Downtown Form Districts (See Article 14)	Neighborhood Mixed Use				Enterprise	
USES	UR	RCO - A	RCO - RG	RCO - C	I	RL/W	RM/W	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM ³⁴
RESIDENTIAL USES	UR	RCO - A ¹	RCO - RG	RCO - C	I	RL/W	RM/W	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM
Single Detached Dwelling	N	N ¹	N	N	Y	Y	Y	N ³⁰	N		N ³⁰	N ³⁰	N ³⁰	N	N	N
Attached Dwellings - Duplex	N	N ¹	N	N	Y	Y ²	Y	Y	N		Y ³	N	Y	N	N	N
Attached Dwellings - Multi-Family (3 or more)	N	N ¹	N	N	Y	N	Y	Y	N		Y	Y	Y	Y	N	N
RESIDENTIAL SPECIAL USES	UR	RCO – A	RCO - RG	RCO - C	I	RL/W	RM/W	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM
Assisted Living	N	N	N	N	CU	CU	Y	Y	N		Y	Y	Y	Y	N	N
Boarding House ⁶ (4 persons or less)	N	N	N	N	CU	CU	Y	Y	N		Y	Y	Y	N	N	N
Boarding House ⁶ (5 persons or more)	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	N	N	N
Community House (See Sec.5.4.4)	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	CU	N	N
Convalescent /Nursing Home	N	N	N	N	CU	CU	Y	Y	N		Y	Y	Y	Y	N	N
Dormitory ⁵	N	N	N	N	CU	N	N	N	N		N ²⁵	CU	CU	N	N	N
Emergency Shelter ³¹	N	N	N	N	N	CU	CU	CU	N		CU	CU	CU	CU	N	N
Group Home	N	N	N	N	Y	Y	Y	Y	N		Y	Y	Y	Y	N	N
Historic Inn (See Sec.5.4.2)	N	N	N	N	CU	CU	CU	CU	N		CU	Y	Y	Y	N	N
Mobile Home Park	N	N	N	N	N	CU	CU	N	N		N	N	N	N	N	N
Sorority/Fraternity ⁵	N	N	N	N	CU	N	N	N	N		N	N	N	N	N	N
Short Term Rental ³³	N	N	N	N	Y	Y	Y	Y	N		Y	Y	Y	Y	N	N
NON-RESIDENTIAL USES	UR ²¹	RCO - A	RCO - RG	RCO - C	I	RL/W	RM	RH	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- R C	NAC-CR	E-AE	E-LM
Adult Day Care	N	N	N	N	CU	N	N	N	N		Y	Y	Y	Y	N	N
Agricultural Use ²⁰	N	Y	Y	CU	Y	N	N	N	N		N	N	N	N	Y	N
Amusement Arcade	N	N	N	N	N	N	N	N	N		N	CU	CU	CU	N	N
Animal Boarding/Kennel/Shelter	N	CU	N	N	N	N	N	N	N		N	CU	CU	CU	CU	CU ²⁷
Animal Grooming	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	CU	CU ²⁷
Animal Hospitals/Veterinarian Office	N	CU	N	N	CU	N	N	N	N		CU	CU	CU	CU	Y	Y ²⁷
Appliance Sales/Service	N	N	N	N	N	N	N	N	N		Y ²⁴	Y	Y	Y ²⁴	N	Y ²⁷
Aquarium	N	N	CU	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	N	N
Art Gallery/Studio	N	N	N	N	Y	N	N	CU ¹³	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	Y	Y
Auction House	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	CU ²⁷

Appendix A-Use Table – All Zoning Districts

Automobile Body Shop	N	N	N	N	N	N	N	N	N		N	N	Y	N	N	Y ²⁷
Automobile & Marine Parts Sales	N	N	N	N	N	N	N	N	(See Sec.4.4.1(d) 1)		CU	Y	Y	Y	N	Y ²⁷
Automobile/Vehicle Repair	N	N	N	N	N	N	N	N	N		CU ^{9, 12, 14}	CU ^{9, 12, 14}	CU ¹⁴	N	N	Y ²⁷
Automobile Sales – New & Used	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	CU ²⁷
Automobile/Vehicle Salvage Yard	N	N	N	N	N	N	N	N	N		N	N	N	N	N	N
Bakery	N	N	N	N	N	N ²²	N ²²	CU ¹³	N		Y	Y	Y	Y	Y	Y ²⁷
Bank, Credit Union	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	Y
Bar, Tavern	N	N	N	N	N	N	N	N	N		CU	CU	CU	CU	N	N
Beauty/ Barber Shop	N	N	N	N	CU	N ²²	N ²²	CU ¹³	N		Y	Y	CU	Y	N	N
Bicycle Sales/Repair	N	N	N	N	CU	N	N	N	N		Y	Y	Y	Y	N	Y ²⁷
Billiard Parlor	N	N	N	N	N	N	N	N	N		CU	Y	CU	Y	N	N
Boat Repair/Service	N	N	CU	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	N	N	Y ²⁷
Boat Sales/Rentals	N	N	CU	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	Y	Y	N	N	Y ²⁷
Boat Storage	N	N	CU	N	N	N	N	N	N		N	CU	CU	N	N	Y ²⁷
Bowling Alley	N	N	N	N	N	N	N	N	N		CU	Y	Y	Y	N	Y
Building Material Sales	N	N	N	N	N	N	N	N	N		N	Y ¹⁰	Y	N	N	Y ²⁷
Café	N	CU ¹⁷	CU	N	CU	N ²²	N ²²	CU ¹³	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	CU	CU ²⁷
Camp Ground	N	Y	Y	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	N	N
Car Wash	N	N	N	N	N	N	N	N	N		N	CU	Y	CU	N	CU ²⁷
Cemetery	N	N	Y	N	N	N	N	N	N		N	N	N	N	N	N
Cinema	N	N	N	N	Y	N	N	CU	N		CU ¹⁴	Y	N	Y ¹⁴	N	N
Club, Membership	N	N	Y	N	CU	N	Y	Y	N		CU	CU	N	CU	N	N
Community Center	N	N	CU	N	CU	CU ¹³	CU ¹³	Y ¹³	N		Y	Y	Y	Y	N	CU ²⁷
Community Garden	N	Y	Y	N	Y	Y	Y	Y	N		Y	Y	Y	Y	Y	Y ²⁷
Conference Center	N	N	N	N	CU	N	N	N	N		N	N	N	N	N	N
Composting	N	CU	N	N	N	N	N	N	N		N	N	N	N	N	N
Contractor Yard	N	N	N	N	N	N	N	N	N		N	N	Y ¹⁰	N	N	Y
Convenience Store (See Sec.5.4.3)	N	N	N	N	N	N	N	CU ¹²	N		Y ¹²	Y	Y	Y ¹²	N	Y ²⁷
Convention Center	N	N	N	N	N	N	N	N	N		N	N	N	N	N	N
Courthouse	N	N	N	N	Y	N	N	CU	N		N	N	N	N	N	N
Crematory	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	N
Crisis Counseling Center	N	N	N	N	CU	CU	CU	CU	N		Y	Y	Y	Y	N	N
Daycare (See Sec.5.4.1)	N	CU ⁸	CU ⁸	CU ⁸	CU	CU ¹³	CU ¹³	CU ¹³	N		Y	Y	Y	Y	CU	CU ^{17,27}
Daycare – Family Home	N	N	N	N	Y	Y	Y	Y	N		Y	Y	Y	Y	N	N
Dental Lab	N	N	N	N	CU	N	N	N	N		Y	Y	Y	Y	N	Y

Appendix A-Use Table – All Zoning Districts

Distribution Center	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	CU
Dry Cleaning Plant	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	CU
Dry Cleaning Service	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y ²⁴	Y	Y	Y ²⁴	N	CU ²⁷
Film Studio	N	N	N	N	Y	N	N	N	N		N	CU	Y	CU	N	CU
Fire Station	N	N	Y	N	Y	CU	CU	CU	N		Y	Y	Y	Y	Y	Y
Food & Beverage Processing	N	N	N	N	N	N	N	N	N		CU ¹⁴	CU ¹⁴	CU	CU ¹⁴	Y	Y
Fuel Service Station ⁹	N	N	N	N	N	N	N	N	N		CU ¹¹	Y ¹¹	Y	N	N	N
Funeral Home	N	N	N	N	N	CU ⁷	CU ⁷	CU ⁷	N		CU	Y	Y	N	N	N
Garden Supply Store	N	N	N	N	CU	N	N	N	N		CU ²⁴	Y	Y	N	Y	Y ²⁷
General Merchandise/Retail – Small <4,000sqft	N	N	N	N	CU	N ²²	N ²²	N ²²	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	N	Y ²⁷
General Merchandise/Retail – Large ≥4,000sqft	N	N	N	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	CU ¹⁸	CU	CU	N	CU ^{17,27}
Grocery Store – Small ≤10,000sqft	N	N	N	N	N	N	N	CU	N		Y	Y	Y	Y	CU	CU ²⁸
Grocery Store – Large >10,000sqft	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	CU ²⁸
Hazardous Waste Collection/Disposal	N	N	N	N	N	N	N	N	N		N	N	N	N	N	CU
Health Club	N	N	N	N	Y	N	N	CU	N		CU	Y	Y	Y	N	CU ²⁷
Health Studio	N	N	N	N	Y	N ²²	N ²²	CU	N		Y	Y	Y	Y	N	Y ²⁷
Hospitals	N	N	N	N	CU	N	N	CU	N		N	N	N	N	N	N
Lodging	N	N	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	Y	N	Y	N	N
Junkyard	N	N	N	N	N	N	N	N	N		N	N	N	N	N	N
Laundromat	N	N	N	N	CU	N ²²	N ²²	CU ¹³	N		Y ¹³	Y	Y	Y	N	Y ²⁷
Library	N	N	N	N	Y	CU	CU	Y	N		Y	Y	Y	Y	N	N
Lumber Yard	N	N	N	N	N	N	N	N	N		N	CU ¹⁰	Y	N	N	Y
Manufacturing-Light	N	N	N	N	N	N	N	N	N		CU ¹⁴	CU ¹⁴	CU	CU ¹⁴	CU	Y
Manufacturing	N	N	N	N	N	N	N	N	N		N	N	CU	N	CU	Y
Marina	N	N	Y	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	N	N
Medical Lab	N	N	N	N	CU	N	N	N	N		CU	Y	Y	N	CU	CU
Mental Health Crisis Center	N	N	N	N	N	N	CU (See §5.4.11)	N	N		N CU	N	N	N	N	N
Museum–Small < 10,000 sqft	N	CU	CU	CU	Y	CU ¹³	CU ¹³	CU ^{8,13}	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	CU	Y ²³
Museum-Large >10,000 sqft	N	N	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	N	CU	CU ²³
Office - General	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	CU	Y ²⁷

Appendix A-Use Table – All Zoning Districts

Office - Medical, Dental	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	Y ²⁷
Office-Technical	N	N	N	N	N	N	N	N	N		Y	Y	Y	Y	CU	Y
Open Air Markets	N	Y	Y	N	Y	CU	CU	CU	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	Y	Y ²⁷
Operations Center – Taxi/Bus ⁹	N	N	N	N	N	N	N	N	N		N	N	CU ¹¹	N	N	Y
Operations Center - Trucking ⁹	N	N	N	N	N	N	N	N	N		N	N	Y ¹¹	N	CU ¹¹	CU
Park	N	Y	Y	Y	Y	Y	Y	Y	(See Sec.4.4.1(d) 1)		Y	Y	Y	Y	CU	CU ²⁷
Parking Garage ⁹	N	N	N	N	Y	N	N	CU	N		CU	Y	N	CU	N	CU
Parking Lot ⁹	N	N	N	N	N	N	N	N	N		N	CU	N	N	N	CU
Performing Arts Center	N	N	N	N	Y	N	N	N	(See Sec.4.4.1(d) 1)		CU	Y	N	CU	N	CU ^{27,32}
Performing Arts Studio	N	N	N	N	Y	N	N	CU ¹³	(See Sec.4.4.1(d) 1)		CU	CU	CU	Y	N	Y ²⁷
Pet Store ¹⁰	N	N	N	N	N	N	N	N	N		CU	Y	Y	Y	N	N
Pharmacy	N	N	N	N	CU	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	N
Photo Studio	N	N	N	N	N	N ²²	N ²²	N	N		Y	Y	Y	Y	N	Y
Photography Lab	N	N	N	N	N	N	N	N	N		CU	Y	Y	Y	CU	Y
Police Station - Central	N	N	N	N	CU	N	N	N	N		Y	Y	Y	N	N	N
Police Station - Local	N	N	CU	N	Y	CU	CU	CU	N		Y	Y	Y	Y	Y	Y
Post Office – Central Distribution Center	N	N	N	N	N	N	N	N	N		N	Y	Y	N	N	Y
Post Office - Local	N	N	N	N	Y	N ²²	N ²²	N ²²	N		Y	Y	Y	Y	N	N
Printing Plant	N	N	N	N	N	N	N	N	N		N	N	CU	N	N	Y
Printing Shop	N	N	N	N	CU	N ²²	N ²²	N	N		CU	Y	Y	Y	N	Y
Public Transit Terminal	N	N	N	N	Y	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	Y	CU	Y
Public Works Yard/Garage ⁹	N	N	N	N	CU ¹¹	N	N	N	N		N	CU ¹¹	Y ¹¹	N	CU	Y
Radio & TV Studio	N	N	N	N	N	N	N	N	N		N	Y	Y	Y	N	Y
Rail Equip. Storage & Repair	N	N	N	N	N	N	N	N	(See Sec.4.4.1(d) 1)		N	N	N	N	CU	CU ²⁷
Recording Studio	N	N	N	N	N	N	N	CU	N		CU	CU	Y	Y	N	Y
Recreational Facility - Indoor	N	N	CU	N	CU	N	CU	CU	(See Sec.4.4.1(d) 1)		N	Y	CU	N	N	CU ²⁷¹
Recreational Facility - Outdoor Commercial	N	N	CU	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	N	CU	N	N	N
Recreational Facility - Outdoor	N	N	Y	N	Y	N	N	N	(See Sec.4.4.1(d) 1)		N	Y	Y	CU	N	N

Appendix A-Use Table – All Zoning Districts

Recreational Vehicle Sales – New and Used	N	N	N	N	N	N	N	N	N		N	CU	CU	N	N	Y ²⁷
Recycling Center – Large ¹⁰ (above 2,000 sf)	N	N	N	N	N	N	N	N	N		N	N	N	N	CU	CU
Recycling Center - Small ¹⁰ (2,000 sf or less)	N	N	N	N	CU	N	N	N	N		CU	CU	CU	CU	CU	Y
Research and Development Facility	N	N	N	N	CU	N	N	N	N		CU	CU	CU	CU	CU	Y
Research Lab	N	CU	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	CU	CU	CU ²⁴	CU	Y
Restaurant	N	N	N	N	N	N ²²	N ²²	CU ^{8, 13}	(See Sec.4.4.1(d) 2)		Y ¹³	Y	Y	Y ¹³	N	N
Restaurant – Take Out	N	N	N	N	CU ¹³	N ²²	N ²²	N	(See Sec.4.4.1(d) 1)		Y ¹³	Y	Y	Y ¹³	N	Y ^{13,27}
Salon/Spa	N	N	N	N	CU	N ²²	N ²²	N	N		Y	Y	Y	Y	N	N
School - Post-Secondary &Community College	N	N	Y	N	CU	N	CU	CU	N		CU	CU	CU	CU	N	N
School – Preschool (see Sec. 5.4.1)	N	CU ⁸	CU ⁸	CU ⁸	CU	CU ¹³	CU ¹³	CU ¹³	N		Y	Y	Y	Y	CU	CU ^{17,27}
School - Primary	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	CU	N	N
School - Secondary	N	N	N	N	CU	CU	CU	CU	N		CU	CU	CU	CU	N	N
School, -Trade, or Professional	N	N	N	N	CU	N	N	N	N		CU	N	N	CU	N	CU ²⁷
Solid Waste Facility - Incinerator, Landfill, Transfer Station	N	N	N	N	N	N	N	N	N		N	N	N	N	CU	CU
Tailor Shop	N	N	N	N	N	N ²²	N ²²	CU	N		Y	Y	Y	Y	N	N
Warehouse	N	CU	N	N	CU	N	N	N	(See Sec.4.4.1(d) 1)		N	N	Y ¹⁵	N	Y	Y
Warehouse, Retail ⁹	N	N	N	N	N	N	N	N	N		N	CU ¹⁵	CU ¹⁵	N	CU	CU
Warehouse, Self-Storage ⁹	N	N	N	N	N	N	N	N	N		N	N	Y ¹⁵	N	N	CU
Wholesale Sales ⁹	N	CU	N	N	N	N	N	N	N		N	N	Y ¹⁵	N	Y	Y
Worship, Place of	N	N	N	N	CU	CU	CU	Y	N		Y	CU	CU	CU	N	N

1. Residential uses are not permitted except only as an accessory use to an agricultural use.

Legend:	
Y	Permitted Use in this district
CU	Conditional Use in this district
N	Use not permitted in this district
Abbreviation	Zoning District
RCO – A	RCO - Agriculture
RCO – RG	RCO – Recreation/Greenspace
RCO – C	RCO - Conservation
I	Institutional
RL/W	Residential Low Density, Waterfront Residential Low Density
RM/W	Residential Medium Density, Waterfront Residential Medium Density
RH	Residential High Density

Appendix A-Use Table – All Zoning Districts

- 2. Duplexes may be constructed on lots which meet the minimum lot size specified in Table 4.4.5-1.
- 3. Duplexes shall only be allowed as a result of a conversion of an existing single family home. New duplexes are prohibited.
- 4. Reserved.
- 5. An existing fraternity, sorority, or other institutional use may be converted to dormitory use subject to conditional use approval by the DRB.
- 6. Must be owner-occupied.
- 7. Must be located on a major street.
- 8. Daycare centers and preschools in the RCO zones shall only be allowed when a small museum is the principal use.
- 9. Automobile sales not permitted other than as a separate principal use subject to obtaining a separate zoning permit.
- 10. Exterior storage and display not permitted.
- 11. All repairs must be contained within an enclosed structure.
- 12. No fuel pumps shall be allowed other than as a separate principal use subject to obtaining a separate zoning permit.
- 13. Permitted hours of operation 5:30 a.m. to 11:00 p.m.
- 14. Such uses not to exceed ten thousand (10,000) square feet per establishment.
- 15. Excludes storage of uncured hides, explosives, and oil and gas products.
- 16. See Sec.4.4.1(d) 2 for more explicit language regarding permitted and conditional uses in the Downtown Waterfront – Public Trust District.
- 17. Allowed only as an accessory use.
- 18. A permitted use in the Shelburne Rd Plaza and Ethan Allen Shopping Center.
- 19. [Reserved].
- 20. Accepted agricultural and silvicultural practices, including the construction of farm structures, as those practices are defined by the secretary of agriculture, food and markets or the commissioner of forests, parks and recreation, respectively, under 10 VSA §1021(f) and 1259(f) and 6 VSA §4810 are exempt from regulation under local zoning.
- 21. See Sec. 4.4.7 (c) for specific allowances and restrictions regarding uses in the Urban Reserve District.
- 22. See Sec. 4.4.5 (d) 6 for specific allowances and restrictions regarding Neighborhood Commercial Uses in Residential districts.
- 23. Allowed only on properties with frontage on Pine Street.
- 24. Such uses shall not exceed 4,000 square feet in size.
- 25. Dormitories are only allowed on properties contiguous to a school existing as of January 1, 2010.
- 26. The mixed uses shall be limited to those that are either permitted, conditional, or pre-existing nonconforming in the zoning district.
- 27. For lots south of Home Avenue, this use is only permitted or conditionally permitted when one or more Industrial or Arts Production use(s) exists on the lot, and when the combined Gross Floor Area of all uses unrelated to Industrial or Arts production and with this footnote does not exceed 49 percent of the Gross Floor Area. For lots north of Home Avenue within the EL-M district, this footnote does not apply. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.
- 28. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.
- 29. Must be fully enclosed within a building.
- 30. New single detached dwellings are not permitted. However, a pre-existing single detached dwelling may be reverted to a single family use regardless of its present use if the building was originally designed and constructed for that purpose.
- 31. See special use standards of Sec. 5.4.13, Emergency Shelters.
- 32. Performing Arts Centers in the ELM zone shall be limited to properties with frontage on Pine Street up to 5,000 square feet in size, and to properties with frontage on Industrial Parkway up to 15,000 square feet in size. Performing Arts Centers may contain accessory space for preparation and serving food and beverages, including alcohol, provided this accessory space comprises less than 50% of the entire establishment.
- 33. Short term rentals are permitted by right, subject to per building limitations and rental registration requirements pursuant to Chapter 18: Minimum Housing Standards of the City Code of Ordinances.
- 34. See Sec. 4.5.8(c) 5 for permitted uses in the Enterprise – Innovation District (E-SEID) Overlay

DW-PT	Downtown Waterfront-Public Trust
NMU	Neighborhood Mixed Use
NAC	Neighborhood Activity Center
NAC-RC	NAC – Riverside Corridor
NAC-CR	NAC – Cambrian Rise
E-AE	Enterprise – Agricultural Processing and Energy
E-LM	Enterprise – Light Manufacturing

ⁱ For permitted and conditional uses within the Downtown and Waterfront Form Districts, refer to Article 14.

TO: Burlington City Council
Mayor Miro Weinberger
FROM: Charles Dillard, AICP, Principal Planner
DATE: October 16, 2023
RE: Proposed CDO Amendment – ZA-24-01: Technical Amendments

Overview & Background

In review and administration of the Comprehensive Development Ordinance (CDO), staff and applicants have noted various elements that require minor, technical amendment to correct spelling, cross-references, or clarify the administration of specific provisions. This package of technical amendments is the natural result of administering a lengthy and complex ordinance, and regularly amending it to implement specific policy goals. As is typical every few years, this package of amendments has been prepared jointly by staff from the Office of City Planning and Department of Permitting and Inspections. The technical corrections can be categorized as follows, and more specifically described in staff comments in the enclosed draft amendment:

- **Spelling/Numbering/Formatting Errors:** These majority of these amendments would correct spelling errors, errors in numbering of sections and subsections, and formatting errors, mostly related to cross-references to other portions of the CDO.
- **Site/Building Standards and Features:** These amendments are primarily needed to correct errors in the code to ensure consistency or to clarify ambiguities raised by the Development Review Board and DPI staff.
- **Internal Consistency and Administrative Clarity:** These amendments address internal ambiguity around definitions and methods for calculating density, and provide greater clarity for the implementation of recent major policy initiatives related to inclusionary zoning and ADU provisions.
- **Use Table Errors:** The use table incorrectly states that the Mental Health Crisis Center is a prohibited use in the Neighborhood Mixed Use district, while it should be listed as a conditional use. Changes to the Use Table also clarify that use tables for the downtown form districts are found in Article 14.

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
----------------	---------------	----------------------

Purpose Statement

This amendment corrects a number of errors in the CDO that are considered technical and will provide further clarity and consistency of administration for staff and applicants.

Proposed Amendments

The following amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal:

1. Amends Article 3 – Applications, Permits, and Project Reviews

- Modifies Sec. 3.1.2 to exempt new interior finished space from requiring a zoning permit

- Modifies Sec. 3.2.7 to exempt certain ADUs from DRB review when associated with a COA Level II permit

2. Amends Article 4 – Zoning Districts and Maps to make various corrections

- Modifies Sec. Table 3.5.2.1 to provide a Table header name;
- Modifies Sec. 4.3.1 to change "NAC-RC" to "NAC-R," consistent with other references to this district in the CDO;
- Modifies Sec. 4.4.1 to correct the subsection numbering;
- Modifies Sec. 4.4.2 to correct a typo in the Table 4.4.1-1 building height column and correct the numbering of table footnotes;
- Modifies Sec. 4.4.5's Table 4.4.5-3 to correct a cross-reference and re-number the Table's footnotes;
- Modifies Sec. 4.4.5 to remove "swimming pool" from list of accepted accessory structure exemptions, providing consistency with Sec. 5.2.3(b);
- Modifies Sec. 4.4.5(d) 3 to correct the reference to Article 5;

3. Amends Article 5 – Development Review Standards to make various corrections

- Modifies Sec. 5.1.2 to correct a cross-reference;
- Modifies 5.2.5 to reword from "buildings" to "structures" to provide greater clarity;
- Modifies Sec 5.2.6 to add "from the average grade" language to this section that regulates building height on sloped sites as per a previous zoning amendment;
- Modifies Sec. 5.2.6 to correct the subsection lettering;
- Modifies Sec. 5.2.6 to increase modestly the allowed variation in maximum building height;
- Modifies Sec. 5.2.7 to clarify the Floor Area Ratio standard, particularly to reference lot area rather than an undefined term "site";
- Modifies Sec. 5.3.5 to delete an obviated reference to conditional use requirements;
- Modifies Sec. 5.4.8 to provide consistency across CDO elements in discussing the extent of lot coverage bonuses;
- Modifies Sec. 5.4.13 to correct a reference to the FD5 and FD6 in the Downtown Form Code;

4. Amends Article 7 – Signs to provide updated guidance and greater clarity

- Modifies Sec. 7.1.8 to update the historic marker definition based on typical dimensions for such signs;
- Modifies Sec. 7.2.3 to clarify when multiple Band Signs are permitted
- Modifies Sec. 7.2.13 to provide greater clarity in regulating wall signs when proposed for buildings taller than two stories

5. Amends Article 9 – Inclusionary and Replacement Housing to correct a cross-reference

- Modifies Sec. 9.1.12 to confirm intent that IZ density bonus is permitted only when IZ units are provided on the same lot or lots as the project's market rate units;
- Modifies Sec. 9.1.13 to clarify that the off-site and in-lieu options for Inclusionary affordable housing units are not permitted in completed structures that have benefited from additional density or development allowances.

- Modifies Sec. 9.1.15 to correct a cross reference to the Code of Ordinances

6. Amends Article 10 – Subdivision Review to update submission requirements based on a recent policy change

- Modifies multiple sections to remove reference to mylar plan submittals, which are no longer required.
- Modifies Sec. 10.1.5 to correct language that currently calls for paper copies of submissions when only digital copies are currently required

7. Amends Article 14 – PlanBTV Downtown Code to make various corrections

- Modifies Sec. 14.4.13 to correct the subsection numbering
- Modifies Sec. 14.7.1 to correct a typo
- Modifies Sec. 14.7.2 to correct a typo and clarify use of term "abandonment" as meaning "discontinuance"
- Modifies Sec. 14.8 to correct a typo

8. Amends Appendix A – Comprehensive Use Table to correct the table

- Modifies the Use Table to correct an error in the Mental Health Crisis Center row
- Creates a new Downtown Form Districts Column
- Corrects district identification error from NAC-RC to NAC-R

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

This amendment has no direct impact on land use and density, except in that it corrects errors and provides greater clarity.

Impact on Safe & Affordable Housing

This amendment has no direct impact on safe and affordable housing, except in that it corrects errors and provides greater clarity.

Planned Community Facilities

This amendment has no direct impact on planned community facilities, except in that it corrects errors and provides greater clarity.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process				
Draft Amendment prepared by: Staff 7/6/23	Presentation to & discussion by Commission 7/11/23	Approve for Public Hearing 7/11/2023	Public Hearing 8/8/2023	Approved & forwarded to Council 8/8/2023
City Council Process				

First Read 9/11/23	Ordinance Cmte discussion <i>Recommend waive rules & warn public hearing.</i>	Ordinance Cmte recommend	Second Read & Public Hearing 10/23/23	Council Approval & Adoption
-----------------------	---	-----------------------------	--	-----------------------------------

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Charles Dillard
 Proposed CDO Amendments: Setbacks, Temporary Structures, 168 Archibald St.,
 Title/Subject: Technical Amendments

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	10/23/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/16/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



Office of Mayor Miro Weinberger

MEMORANDUM

To: City Council
From: Mayor Miro Weinberger
Date: October 20, 2023
Re: Lease Extension and MOU, Vermont Air National Guard and Patrick Leahy
Burlington International Airport

The City of Burlington has been the proud steward of the Patrick Leahy Burlington International Airport, one of the great economic engines of Vermont, for over 100 years, and since 1946, the Airport has been the proud home of the Air Guard. The Vermont Air National Guard (VTANG) has been a committed, indispensable partner to the airport, and their continued legacy of service to the people of Vermont is vital to our common well-being and security.

The purpose of this memo is to seek the Council's approval to execute a supplemental lease agreement that grants a 25-year extension to the existing lease agreement between the City of Burlington and the United States of America ("the Government"), and simultaneously execute a related Memorandum of Understanding between the City of Burlington and VTANG related to the reduction of greenhouse gas emissions and aircraft noise.

This is the next important step in ensuring the mutual success of Burlington, our airport, VTANG, and the region.

Purpose of Supplemental Lease Agreement

VTANG's current lease provides the Guard operating rights until June 30, 2048. However, Department of Defense (DOD) regulations require military installations to have more than 25 years remaining on their lease to receive Military Construction (MILCON) funding¹.

Thus, without an extension, VTANG will be unable to move forward with \$51 million in planned and federally funded capital investments at the airport in the next five years. These capital investments include \$7.7 million in renewable energy and clean heating projects and \$32 million for the construction of new Net Zero buildings.

The following list shows pending VTANG projects that are not currently eligible for MILCON funding while the terms of the lease are under 25 years:

- \$2,700,000 to Expand Photovoltaic and Provide Energy Resiliency to Fire Rescue - Provides photovoltaic energy and battery resiliency to provide power to Fire Department during widespread electrical outages. Project has been in planning and design since 2019.

¹ Air Force Instruction 32-9001 states "On leased property for ANG, construction of facilities is allowed if the Air Force has 25 years remaining on the term of the lease". Air Force policy is derived from Federal Law Title 10, USC, Chapter 1803.

- \$3,000,000 for Photovoltaic Resiliency - Add photovoltaic panels and battery storage to generate peak 3MW in efforts to store 3MWH for base resiliency.
- \$2,000,000 to Increase Solar & Geothermal Heating Capacity - Expands existing and geothermal to increase efficiency and reliability.
- \$6,000,000 for Cyber Operations Squadron Relocation - Relocates Cyber Operations Squadron from Norwich University to air base. Constructs a Net Zero building.
- \$10,000,000 for Petroleum, Oil & Lubricants (POL) facility repairs - Provides needed repairs to fuel storage and distribution compound to mitigate potential environmental concerns due to the age and status of the infrastructure. Renovations create a Net Zero building.
- \$4,000,000 for Heated POL Truck Facility - Provides heated parking for aircraft refuelers to maintain the fleet, protect them from the environment, and to better mitigate leaks and mishaps.
- \$10,000,000 for Headquarters Renovation - Provides space allocation and efficiency for Wing functions to be co-located in one building. The renovation will create a Net Zero building.
- \$6,000,000 for Explosive Ordnance Disposal Add-Alter building - Adds to space-deficient Explosive Ordnance Disposal building providing required training space and covered parking for equipment, which in turn provides response to statewide ordinance disposals. Renovation and new construction will create a Net Zero building.
- \$8,000,000 for Indoor Firing Range - Provides on-base indoor firing range to meet readiness needs of base personnel and other Vermont agencies.

Benefits of reaching a long-term agreement with VTANG

Approving the supplemental lease agreement to extend the current lease expiration from 2048 to 2073 will bring clarity, predictability, and stability for the many partners who rely on VTANG which includes the City of Burlington, our airport, the State of Vermont, the United States Air Force, neighboring municipalities who rely on mutual aid agreements with VTANG Fire Rescue, and countless local employers who both employ guard members and receive business through VTANG's investments at the airport.

The immediate, vital impacts of the strong relationship Burlington has with VTANG include:

- VTANG provides Aircraft Rescue and Fire Service to Leahy BTV, a direct benefit of approximately \$3 million in annual operating costs and over \$20 million in capital expenses for equipment, vehicles, and a firehouse for the airport.
- VTANG Fire Rescue is often the first responding agency for medical emergencies that happen at the terminal and provides emergency response through mutual aid agreements to the surrounding communities: Burlington, So. Burlington, Essex, Essex Junction, Winooski, Williston, Shelburne, Colchester, and St. Michael's College.

- VTANG Fire Rescue is a first responder on the Chittenden County County-wide Tanker Taskforce.
- The value of VTANG's State Mission is significant and irreplaceable, as demonstrated during recent emergencies including the COVID pandemic, a recent cyber attack at UVMMC, and during the July 2023 flooding events and ongoing recovery.
- VTANG is a major regional economic contributor and employer, spending \$45.7 million in wages and \$16.5 million in benefits to Vermonters every year.

VTANG members are our neighbors, teachers, police officers, firefighters, coaches, volunteers, doctors, and nurses. They are Vermonters who serve our communities in many meaningful ways.

Failure to continually invest in the base would, over time, erode VTANG's ability to provide essential services including aircraft rescue and fire services for the airport, threaten local employment, significantly restrict their local expenditures, and interrupt VTANG's efforts to meet Burlington's and the Air Force's climate goals.

Summary of MOU

In the agreement, which is complimentary to the lease extension, the City commits to work with Vermont's Federal legislative delegation to advance the use of simulated and augmented reality training platforms or other initiatives in support of common goals shared with VTANG in reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise.

In turn, VTANG commits to take all reasonable efforts to:

- Make climate-informed decisions, optimize energy use, and pursue alternative energy sources and reduce greenhouse gas emissions.
- Work through all available channels to explore and advance simulator training initiatives and technological solutions that reduce greenhouse gas emissions and aircraft noise.
- Work with the City in support of BTV's noise compatibility program through resources available from Federal Aviation Administration and the Community Noise Mitigation Program of the Department of Defense, Office of Local Defense Community Cooperation.
- Investigate alternative aircraft takeoff and recovery procedures to reduce greenhouse gas emissions and aircraft noise.
- Pursue funding for objective studies that determine the impact of alternate takeoff and recovery procedures and to assess whether additional options are available.
- Adopt alternative energy sources by purchasing compatible and sustainable aviation fuel.
- Communicate its efforts towards reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise to the City's Airport Director and Mayor.
- Will report its annual Air Emissions Registration Report to the Burlington City Council or subcommittee thereof.

Thank you for your consideration of this important action.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VERMONT AIR NATIONAL GUARD (VTANG)
AND
THE CITY OF BURLINGTON (CITY)
FOR
THE REDUCTION OF GREENHOUSE GAS EMISSIONS AND AIRCRAFT NOISE
W912LN-23285-VT1002.

This is a Memorandum of Understanding (MOU) between the Vermont Air National Guard (VTANG) and the City of Burlington in the State of Vermont (City). When referred to collectively, VTANG and the City are referred to as the “Parties”.

1. BACKGROUND:

1.1. The City is a municipality in the State of Vermont. It owns and operates the Patrick Leahy Burlington International Airport (BTV), located in the City of South Burlington in the State of Vermont.

1.2. VTANG is the air component Vermont National Guard, operating under Title 32 of the United States Code while training for its federal mission as part of the Air National Guard of the United States. It leases 281.20 acres of land located at BTV from the City on which it operates the 158th Fighter Wing.

1.3. The 158th Fighter Wing has been a federally recognized unit of the United States Air Force since 1946, originally recognized as the 134th Fighter Squadron. In 2020 it was the first Air National Guard unit in the United States to base the F-35A Lightning II aircraft.

1.4. The Parties share a goal of reducing greenhouse gas emissions produced through facility and aviation activities.

1.5. VTANG is currently engaged in initiatives to reduce greenhouse gas emissions as part of the Department of the Air Force Climate Action Plan.

1.6. The Parties share a goal of reducing and mitigating the effect of aircraft noise.

1.7. The City has developed and executes a noise compatibility program pursuant to 15 C.F.R. Part 150.

1.8. VTANG has taken extraordinary measures to both limit and further reduce aircraft noise.

2. PURPOSE: The purpose of this MOU is to document the mutual goals and intentions between the Parties in reducing greenhouse gas emissions and mitigating aircraft noise.

3. UNDERSTANDING OF THE PARTIES:

3.1. VTANG will make reasonable efforts to—

3.1.1. Make climate-informed decisions, optimize energy use, and pursue alternative energy sources.

3.1.2. Decrease its contribution to future climate risk via the reduction of greenhouse gas emissions.

3.1.3. Work through all available channels to explore and advance simulator training initiatives and technological solutions that reduce greenhouse gas emissions and aircraft noise.

3.1.4. Work with the City in support of BTV's noise compatibility program through resources available from Federal Aviation Administration and the Community Noise Mitigation Program of the Department of Defense, Office of Local Defense Community Cooperation.

3.1.5. Investigate alternative aircraft takeoff and recovery procedures to reduce greenhouse gas emissions and aircraft noise.

3.1.6. Pursue funding for objective studies that determine the impact of alternate takeoff and recovery procedures and to assess whether additional options are available.

3.1.7. Adopt alternative energy sources by purchasing compatible and sustainable aviation fuel.

3.1.8. Will communicate its efforts towards reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise to the City's Airport Director and Mayor as information becomes available or upon request.

3.1.9. Will report its annual Air Emissions Registration Report to the Burlington City Council or subcommittee thereof.

3.2. The City will make reasonable efforts to—

3.2.1. Work through Vermont's Federal legislative delegation to fund and advance the use of simulated and augmented reality training platforms or other initiatives advancing the common goals of the Parties in reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise.

3.2.2. Continue to execute its noise compatibility program.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT (POCs): The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For VTANG—

5.1.1.1. Primary POC—

Maj. Meghan Smith, Public Affairs Officer
105 NCO Drive
South Burlington, VT 05403
(802) 660-5451
158FW.PA.PublicAffairs@us.af.mil

5.1.1.2. Alternate POC—

Capt. Mikel Arcovitch, Public Affairs Officer
789 Vermont National Guard Rd.
Colchester, VT 05446
(802) 338-3434
Mikel.r.arcovitch.mil@army.mil

5.1.2. For the [Second Party]—

5.1.2.1. Primary POC—

[Name]
[Address Line 1]
[Address Line 2]
[Phone Number]
[Email]

5.1.2.2. Alternate POC—

[Name]
[Address Line 1]
[Address Line 2]
[Phone Number]
[Email]

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the POCs listed in paragraph 5.1 above or as may from time to time otherwise be directed by the Parties.

5.3. REVIEW OF AGREEMENT: This MOU will be reviewed in its entirety no less often than at the mid-point of its term or around the anniversary of its effective date.

5.4. FUNDS AND MANPOWER: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision of this MOU will be interpreted to require obligation or payment of funds.

5.5. MODIFICATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.6. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, or Department of Defense issuance, be resolved by consultation between the Parties.

5.7. TERMINATION OF UNDERSTANDING: While tThis MOU may be terminated in writing at will by either Party as required by Department of Defense Instruction 4000.19, the Parties intend to maintain this MOU and their mutual goals stated herein throughout the duration of the VTANG's ground lease at BTV.-

5.8. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.9. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

5.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.11. EXPIRATION DATE: As required by Department of Defense Instruction 4000.19, tThis MOU expires on [insert a date 10 years after the anticipated signing date]; however, the Parties intend to maintain this MOU and their mutual goals stated herein throughout the duration of VTANG's ground lease at BTV by establishing a new agreement upon expiration.-

5.12. NO THIRD-PARTY BENEFICIARIES: Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

6. LIST OF ATTACHMENTS:

6.1. Department of the Air Force Climate Action Plan, October 2022.

6.2. National Guard Bureau Memorandum, F-35A Noise Mitigation Memo, 12 September 2023.

6.3. [insert the Burlington City resolution]

APPROVED:

For VTANG—

For the City—

Maj. Gen. Gregory C. Knight
The Adjutant General

Miro Weinberger
Mayor

Date

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VERMONT AIR NATIONAL GUARD (VTANG)
AND
THE CITY OF BURLINGTON (CITY)
FOR
THE REDUCTION OF GREENHOUSE GAS EMISSIONS AND AIRCRAFT NOISE
[INSERT AGREEMENT NUMBER]

This is a Memorandum of Understanding (MOU) between the Vermont Air National Guard (VTANG) and the City of Burlington in the State of Vermont (City). When referred to collectively, VTANG and the City are referred to as the “Parties”.

1. BACKGROUND:

1.1. The City is a municipality in the State of Vermont. It owns and operates the Patrick Leahy Burlington International Airport (BTV), located in the City of South Burlington in the State of Vermont.

1.2. VTANG is the air component Vermont National Guard, operating under Title 32 of the United States Code while training for its federal mission as part of the Air National Guard of the United States. It leases 281.20 acres of land located at BTV from the City on which it operates the 158th Fighter Wing.

1.3. The 158th Fighter Wing has been a federally recognized unit of the United States Air Force since 1946, originally recognized as the 134th Fighter Squadron. In 2020 it was the first Air National Guard unit in the United States to base the F-35A Lightning II aircraft.

1.4. The Parties share a goal of reducing greenhouse gas emissions produced through facility and aviation activities.

1.5. VTANG is currently engaged in initiatives to reduce greenhouse gas emissions as part of the Department of the Air Force Climate Action Plan.

1.6. The Parties share a goal of reducing and mitigating the effect of aircraft noise.

1.7. The City has developed and executes a noise compatibility program pursuant to 15 C.F.R. Part 150.

1.8. VTANG has taken extraordinary measures to both limit and further reduce aircraft noise.

2. PURPOSE: The purpose of this MOU is to document the mutual goals and intentions between the Parties in reducing greenhouse gas emissions and mitigating aircraft noise.

3. UNDERSTANDING OF THE PARTIES:

3.1. VTANG will make all reasonable efforts to—

3.1.1. Make climate-informed decisions, optimize energy use, and pursue alternative energy sources.

3.1.2. Decrease its contribution to future climate risk via the reduction of greenhouse gas emissions.

3.1.3. Work through all available channels to explore and advance simulator training initiatives and technological solutions that reduce greenhouse gas emissions and aircraft noise.

3.1.4. Work with the City in support of BTV's noise compatibility program through resources available from Federal Aviation Administration and the Community Noise Mitigation Program of the Department of Defense, Office of Local Defense Community Cooperation.

3.1.5. Investigate alternative aircraft takeoff and recovery procedures to reduce greenhouse gas emissions and aircraft noise.

3.1.6. Pursue funding for objective studies that determine the impact of alternate takeoff and recovery procedures and to assess whether additional options are available.

3.1.7. Adopt alternative energy sources by purchasing compatible and sustainable aviation fuel.

3.1.8. Will communicate its efforts towards reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise to the City's Airport Director and Mayor as information becomes available or upon request.

3.1.9. Will report its annual Air Emissions Registration Report to the Burlington City Council or subcommittee thereof.

3.2. The City will make all reasonable efforts to—

3.2.1. Work through Vermont's Federal legislative delegation to fund and advance the use of simulated and augmented reality training platforms or other initiatives advancing the common goals of the Parties in reducing greenhouse gas emissions and reducing and mitigating the effect of aircraft noise.

3.2.2. Continue to execute its noise compatibility program.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT (POCs): The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For VTANG—

5.1.1.1. Primary POC—

Maj. Meghan Smith, Public Affairs Officer

5.1.1.2. Alternate POC—

5.1.2. For the [Second Party]—

5.1.2.1. Primary POC—

5.1.2.2. Alternate POC—

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the POCs listed in paragraph 5.1 above or as may from time to time otherwise be directed by the Parties.

5.3. REVIEW OF AGREEMENT: This MOU will be reviewed in its entirety no less often than at the mid-point of its term or around the anniversary of its effective date.

5.4. FUNDS AND MANPOWER: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision of this MOU will be interpreted to require obligation or payment of funds.

5.5. MODIFICATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.6. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, or Department of Defense issuance, be resolved by consultation between the Parties.

5.7. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

5.8. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.9. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU’s subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

5.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.11. EXPIRATION DATE: This MOU expires on [insert a date 10 years after the anticipated signing date].

5.12. NO THIRD-PARTY BENEFICIARIES: Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

6. LIST OF ATTACHMENTS:

6.1. Department of the Air Force Climate Action Plan, October 2022.

6.2. National Guard Bureau Memorandum, F-35A Noise Mitigation Memo, 12 September 2023.

6.3. [insert the Burlington City resolution]

APPROVED:

For VTANG—

For the City—

Maj. Gen. Gregory C. Knight
The Adjutant General

Miro Weinberger
Mayor

Date

Date

Negotiated Contracted

LAND LEASE
between
CITY OF BURLINGTON
and
THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 17th day of June 1974 by and between the CITY OF BURLINGTON, a municipal corporation, chartered, organized, and existing under the laws of the State of Vermont, Chittenden County, in the State of Vermont, whose address is City Hall, Burlington, Vermont, and whose interest in the property hereinafter described is that of fee simple owner, for itself, its successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

For the exclusive use of the Government and/or the State of Vermont Air National Guard, approximately 278 acres, outlined in blue and shown as Area 3 on plan entitled "Burlington IAP-ANG South Burlington, Vermont, revised 5 August 1972 Scale 1" = 400 feet" prepared by Dept. of the Air Force National Guard Bureau, Washington, D.C. hereto attached and made a part hereof.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning November 1, 1973, through June 30, 1974, provided that, unless and until the Government shall give notice of termination in accordance with provision 9 hereof, this lease shall remain in force from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 2023.

4. The Government shall pay the Lessor the sum of One Dollar (\$1.00) for the term hereof, the receipt and sufficiency of which is hereby acknowledged.

5. Maintenance and operation of the airfield together with taxiways and appurtenances, will be the subject of a separate agreement between the City of Burlington and the State of Vermont.

6. The Government and/or the State of Vermont Air National Guard shall have the right at its own expense to connect, if available, to the existing utility and service lines on the demised premises, including but not limited to water, electric, steam, gas, telephone, sewage disposal and storm sewers, and the Government and/or the State of Vermont Air National Guard may enter into utility service contracts,

if necessary, with appropriate utility companies or the Lessor for services to be furnished for Government or Air National Guard use.

7. The Government shall have the right during the existence of this lease to attach fixtures, erect additions, structures, fences or signs, and construct utilities and other facilities, in, or upon the demised premises described in Paragraph 2, herein, subject to the written approval of the Lessor as to location of buildings and adherence to the master plan of Burlington International Airport and any buildings constructed on the demised premises shall be subject to regulations of the Federal Aviation Agency as to height and any restrictions determined by the Lessor to protect approach zones and turning zones at the Burlington Municipal Airport. All such fixtures, structures, fences, signs, utilities, improvements and facilities so placed in, or upon or attached to the said premises shall be and remain the property of the Government and may be removed, abandoned or otherwise disposed of by the Government, provided that upon termination of this lease by the Government, the Federal Aviation Agency with the concurrence of the Secretary of the Air Force (which concurrence shall not be unreasonably withheld) determines that the removal of any fixtures additions, structures, etc., is necessary to serve the needs of civil aviation, the Government shall, as soon as possible following such determination, remove such fixtures, additions, structures, etc. and restore the property on which they were located to a condition equivalent to that existing immediately prior to Government use under this lease. The Government shall not otherwise be obligated to restore the demised premises upon termination of this lease except that the Government shall repair that damage caused by the Government during the term of this lease which the Federal Aviation Agency with the concurrence with the Secretary of the Air Force (which concurrence will not be unreasonably withheld) may determine to be harmful or injurious to the Airport as a civil airport; provided, that the Government shall not be obligated to perform any restoration necessitated by ordinary wear and tear or by damage by the elements or by circumstances over which the Government has no control. In lieu of performance of any obligation hereunder to remove any fixtures, additions, structures, fences or signs, or otherwise restore the demised premises, the Government shall have the right to make a cash settlement by Supplemental Agreement with the Lessor, on condition that the money paid to the Lessor shall be used only for the restoration in question or for such other airport purposes as may be approved by the Federal Aviation Agency. Upon termination of this lease, the Government shall furnish to the Lessor copies of all record drawings of facilities and improvements constructed by the Government on the premises during the term of this lease and prior tenancy of the Government under three preceding leases; namely, Lease Contract DA-19-016-ENG 7050, as amended, dated June 30, 1960, Lease Contract DA-19-016-Eng-622 as amended, dated October 1, 1946, and Lease Contract DA-19-016-Eng-636, as amended, dated February 1, 1951.

8. It is hereby agreed that all improvements of any nature constructed by the Government under said Leases DA-19-016-ENG-622, DA-19-016-ENG-636, as modified or supplemented, and DA-19-016-ENG-7050, and succeeded by this Lease, are and shall remain the property of the Government and may be removed or abandoned as set forth in Paragraph 7 of this lease.

9. This lease, or any renewal or extension thereof may be terminated by the Government in whole or in part any time by giving thirty (30) days' notice in writing to the Lessor, provided that if any physical restoration is required, the said restoration shall be performed within a reasonable time after the termination thereof.

10. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving the notice, and if given by the Government shall be addressed to the Lessor, that is, Board of Airport Commissioners, Burlington, Vermont, and if given by the Lessor shall be addressed to District Engineer, U.S. Army Engineer District, New York, 26 Federal Plaza, New York, N.Y. 10007.

11. The lessor has heretofore granted the Federal Aviation Agency a permit over a parcel of land comprising approximately 0.23 acres outlined in purple and shown as Area #6 on the aforesaid plan - "Burlington IAP-ANG South Burlington, Vermont, revised 6 August 1972 Scale 1" = 400 feet" prepared by Dept. of the Air National Guard Bureau, Washington, D.C. to conduct activities relating to air traffic control, air navigation aids, landing aids, and communication aids on the premises covered by this lease and which permit includes the right and privilege to enter upon the premises and to locate, establish and maintain the facilities and equipment that are necessary in conducting such activities. The rights and privileges herein granted to the Government are subordinate to those granted under the permit issued to the Federal Aviation Agency as aforesaid and the lessor reserves the right and power to make further grants or permits to the Federal Aviation Agency for the establishment, location, operation, and maintenance of such additional facilities and equipment on the demised premises as may be found necessary by the Federal Aviation Agency in conducting the activities mentioned in this provision, any statement or provision contained in this agreement, or in the instruments to which it refers, to the contrary notwithstanding; provided that the location of the site for any facilities or equipment that the Federal Aviation Agency proposes to locate or establish on the premises identified as Area 6 on the above-noted plan after the date of this agreement must have the concurrence of the Air Force or Air National Guard Commanding Officer stationed at the Airfield, before any permit or grant is given to the Federal Aviation Agency therefor.

12. If, at any future time, the joint use of the airfield by civilian and military aircraft approaches the maximum rated capacity of the landing area, as determined by the Federal Aviation Agency, then military aircraft will be reserved that percentage of use necessary to insure unobstructed completion of all air defense missions.

13. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing by the Secretary of the Air Force or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or an agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such lease; provided, that the existence of facts upon which the Secretary of the Air Force or his duly authorized representative makes such findings shall be in issue and may be received in any competent court.

(b) In the event this lease is terminated as provided in Paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by Secretary of the Air Force or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

J. Elizabeth Carey
Witness

(Address of Witness)

CITY OF BURLINGTON, Lessor (SEAL)

By Gov. H. D. Dymally
Mayor

THE UNITED STATES OF AMERICA

By Maurice Lustig
MAURICE LUSTIG
Chief, Real Estate Division

Department of the Army
New York District, Corps of Engineers
26 Federal Plaza
New York, N. Y. 10007

STATE OF VERMONT

) At Burlington this 18th day of June 1974
) before me personally appeared Gordon H. Paquette
CHITTENDEN COUNTY, as) who acknowledged the foregoing lease by him signed to be
his free act and deed and the free act and deed of the City of Burlington.

My Commission expires: 2/10/75.

Catherine A. Bursell
NOTARY PUBLIC

State of New York) At this 27 day of JUNE 1974
New York County, as) before me personally appeared MAURICE LUSTIG who acknowledged
the foregoing lease by him signed to be his free act and deed and the free act and
deed of the United States of America.

My Commission expires:

Jacob Weisberg
NOTARY PUBLIC
JACOB WEISBERG
NOTARY PUBLIC, State of New York
No. 30-4202300
Qualified in Nassau County
Commission Expires March 30, 1975



NATIONAL GUARD BUREAU

3501 FETCHET AVENUE
JOINT BASE ANDREWS MD 20762-5157

12 September 2023

MEMORANDUM FOR 158 FW/CC

FROM: NGB/A4

SUBJECT: F-35A Noise Mitigation

1. The Air National Guard is deeply integrated into our communities. We and our families live, work, train, play, attend school, and worship in the areas surrounding our bases. We stand ready to serve our community by providing emergency support during natural disasters such as floods, earthquakes and forest fires; search and rescue operations; support to civil defense authorities; maintenance of vital public services; and counterdrug operations.
2. As part of the community, we seek to be a good neighbor by mitigating our impacts. This is especially important for noise and requires continued attention and innovative approaches.
3. We applaud the men and women of the 158th Fighter Wing for taking extraordinary measures to both limit and further reduce aircraft noise. These measures are unprecedented in the Air National Guard and place the 158 FW at the forefront of all military aviation units in actively seeking noise reduction. The military noise experts at Stantec, leaders in their field, recently commented that your efforts are far beyond those seen at other military installations.
4. In addition to transparently modeling aircraft noise and sharing that information with the public, the 158 FW actively assists the Burlington International Airport in their noise abatement and mapping efforts. Rather than simply complying with your mitigation plan and limiting afterburner use to 5%, the 158 FW has gone above and beyond, utilizing afterburner on less than 0.17% of departures. Moreover, the Wing is limiting night operations, making extensive use of simulators, strictly tracking the number of flight operations, and adhering to noise-reducing operational procedures such as modified ground track departures, adjusted pattern operations and altitudes, and adjusted power settings during takeoffs.
5. The National Guard Bureau supports your request for additional noise modeling, specifically seeking to identify operational changes that will further reduce the noise impacts to your community. We share your optimism that further study may help refine these measures, and we look forward to continue working with you as leaders in the F-35 enterprise.

A handwritten signature in black ink, appearing to read "Walt L. Moddison", is positioned above the typed name.

WALT L. MODDISON, Colonel, USAF
Deputy Director, Engineering

Department of the Air Force

CLIMATE ACTION PLAN

October 2022



PLEASE CITE THIS CLIMATE ACTION PLAN AS:

Department of the Air Force, Office of the Assistant Secretary for Energy, Installations, and Environment.
October 2022. Department of the Air Force Climate Action Plan. Washington, DC.

Cover photo descriptions:

Flooding at Offutt Air Force Base

Extensive flooding from the Missouri River in March 2019 forced Offutt Air Force Base, Nebraska, to evacuate nine aircraft. Floodwaters contaminated with raw sewage covered about one-third of the base, including 3,000 feet of runway. About 3,200 personnel lost their workspaces and 137 facilities were damaged, 60 of which were deemed unsalvageable. The re-build effort provides the opportunity to design a new layout of campuses that groups similar missions together. (U.S. Air Force photo by Tech Sgt Rachelle Blake)

Prescribed Burning at Edwards Air Force Base

Crews conduct prescribed burns September 2019 at Edwards Air Force Base, California. The prescribed burns reduce wildfire risk by removing old, dry fuels susceptible to wildfire. The burns also support habitat restoration by thinning out an invasive grass that competes with native species for natural resources. (U. S. Air Force photo by Harley Huntington)

Launch at Cape Canaveral Space Force Station

A United Launch Alliance Atlas V rocket carrying the GOES-T spacecraft for the National Oceanic and Atmospheric Administration and NASA lifts off from Space Launch Complex-41 at Cape Canaveral Space Force Station, Florida, March 1, 2022. GOES-T will provide NASA and NOAA with continuous imagery and atmospheric measurements of Earth's Western Hemisphere, lightning detection and mapping, solar imaging and space weather monitoring. (U.S. Space Force photo by Senior Airman Thomas Sjoberg)

F-35A

The F-35A is the U.S. Air Force's latest fifth-generation fighter. With its aerodynamic performance and advanced integrated avionics, the F-35A will provide next-generation stealth, enhanced situational awareness, and reduced vulnerability for the United States and allied nations. (Getty Images)

CALLING THE DEPARTMENT OF THE AIR FORCE TO ACTION



Climate change is reshaping the increasingly complex global security environment and the Department of the Air Force must adapt and respond to that threat.

Make no mistake – the department's mission remains to fly, fight, and win, anytime and anywhere. We are focused on modernization and improving our operational posture relative to our pacing challenge: China. We remain ready to respond and achieve air and space dominance when and where the nation needs us. Our mission remains unchanged, but we recognize that the world is facing ongoing and accelerating climate change and we must be prepared to respond, fight, and win in this constantly changing world.

Extreme weather and environmental conditions are already imposing high costs on Department of the Air Force installations and operational missions, while simultaneously posing new risks to our ability to train and operate effectively. In recent years, we have seen Tyndall Air Force Base, Florida, and many of its fighter aircraft devastated by Hurricane Michael, a third of Offutt

Air Force Base, Nebraska, flooded as the Missouri River overwhelmed levees, and multiple installations across the United States threatened by advancing wildfires. Extreme heat and humidity can also challenge our deployed forces' operational readiness. Environmental changes in the Arctic have led to increased adversary access and activity in the region, driving us to publish the Department of the Air Force Arctic Strategy in 2020.

We must prioritize air and space dominance in a security environment shaped by a changing climate, yet also recognize and reduce the department's role in contributing to climate change. Department capabilities that provide air and space dominance and global reach are fed by a steady diet of fossil fuel, representing the bulk of the Defense Department's carbon footprint and a continual burden on our changing climate. We will, therefore, demand increased efficiency in our warfighting systems and installations as well as strive to reduce our impact on the environment, all while enhancing our warfighting capabilities. Reducing our energy demand both enhances our mission capability and mitigates contested logistics risk.

The department will address the challenges and risks presented by climate change through the implementation of three climate priorities: (1) Maintain air and space dominance in the face of climate risks; (2) Make climate-informed decisions; and (3) Optimize energy use and pursue alternative energy sources.

We cannot delay in addressing the impacts of climate change. Alongside industry, government, and international allies and partners, the Department of the Air Force will invest in critical capabilities and technologies to modernize the force to be more ready and resilient. Our investments will target infrastructure, weapon systems, technology, and equipment that are demonstrably more efficient and combat-credible today to improve Air Force and Space Force warfighting capability tomorrow.

Every Airman and Guardian has a role in helping the department succeed in adapting to and overcoming the effects of climate change to ensure mission success across the force and across the globe. This Climate Action Plan is your roadmap to combat climate change; more than that, it is your call to action.

A handwritten signature in black ink, appearing to read "Frank Kendall".

Frank Kendall
Secretary of the Air Force



OVERVIEW

Climate change is an existential threat to our nation's security, and the Department of Defense must act swiftly and boldly to take on this challenge and prepare for damage that cannot be avoided.

There is little about what the Department does to defend the American people that is not affected by climate change. It is a national security issue, and we must treat it as such.

*Secretary Of Defense Lloyd J. Austin III,
October 7, 2021*

Why Climate Change Matters to the Department of the Air Force

Climate change matters first and foremost to the Department of the Air Force because it impacts our mission capabilities and those impacts are projected to increase over time. The department is composed of two military services—the Air Force and the Space Force. While both services have distinct missions, the role of both services is consistent: to deter conflict and if necessary, defeat adversaries across the air and space domains. Climate change has introduced acute challenges to achieving air and space dominance; climate change impacts our ability to maintain operational readiness, access strategic locations globally, and execute the operational mission.



March 2019 flooding at Offutt Air Force Base, Nebraska, limited runway use, even after floodwaters receded, due to inspection requirements. The new STRATCOM headquarters building, completed earlier in 2019, was built on higher ground, with barriers to reduce flood risk, and thus was not affected by the flooding. (Department of Air Force photo by Tech Sgt Rachelle Blake)

Impacts to Installations and Operational Capabilities

Increasing temperatures, changing precipitation patterns, and more frequent, severe weather conditions driven by climate change pose increasing risks to our installations and operational readiness. We cannot launch or recover aircraft on a flooded runway, nor can we operate from installations devastated by hurricanes and wildfires. In the Arctic, thawing permafrost affects infrastructure across the region, buckling roads and destabilizing building foundations. Melting sea ice accelerates the rate of coastal erosion, further threatening department infrastructure. With the Arctic region warming more quickly than any other parts of the globe, the region has become increasingly more accessible to strategic competitors, creating a demand signal for our response. Across the globe, extreme heat and humidity are a detriment to our ability to execute operations including impacting aircraft performance and payload capacity and directly threatening the health of deployed Airmen and Guardians. We must be able to effectively operate and dominate in evolving environments. Our bases are our power projection platforms and as those bases are increasingly impacted by the effects of climate change, we must adapt to ensure we can execute the mission on behalf of the nation.

Expanding Mission Requirements

Climate change is aggravating geopolitical unrest and acting as a threat multiplier, which is leading to new and expanded mission requirements for the department. Food insecurity, water scarcity, economic dislocation, and natural disasters perpetuate regional instability and test the capacity of governments around the world to protect their citizens. Violent extremist organizations take advantage of these conditions to increase their

influence and power. We may be called upon to respond to increasing numbers of natural disasters or to spiraling regional conflicts driven by instability.



Airmen from the 621st Contingency Response Wing at Joint Base McGuire-Dix-Lakehurst, New Jersey, prepare emergency equipment for immediate response to Hurricane Irene at the CRW's Global Reach Deployment Center in August 2011. The roughly 600 Airmen of the CRW specialize in creating aerial port and command-and-control facilities in damaged or hostile environments. Previous missions have included humanitarian responses to Haiti, Pakistan, and Japan in the aftermath of earthquakes, floods, and tsunami in addition to Hurricanes Ike, Rita, Gustav and Katrina. (Department of Air Force photo by Tech Sgt Edward Gyokeres)

Contribution to Global Greenhouse Gas Emissions

The department recognizes that we are contributing to global climate change. The department is responsible for the largest portion of Department of Defense's (DoD) greenhouse gas emissions. While the Air Force fulfills much-needed global mobility and transportation requirements for the DoD, these same capabilities drive a huge demand for fuel. The increased risks driven by climate change cannot be addressed by emission reductions in the Air Force alone, but the Department of the Air Force will be part of the solution. Improving energy efficiency and deploying advanced energy technologies will



A KC-10 Extender, assigned to the 9th Air Refueling Squadron, refuels an F-16C Fighting Falcon Jan. 28, 2021, over California. The F-16s are assigned to the 177th Fighter Wing at the Atlantic City Air National Guard Base, New Jersey. (Department of Air Force photo by Tech Sgt Traci Keller)

not only decrease emissions but will help mitigate combat risk and increase operational capability.

Department of the Air Force Climate Priorities

We are focused on building enduring advantages across the department. Combating the effects of climate change will enhance the force's resilience and agility, enabling us to field a combat-credible force that can train, fight, and win in an increasingly complex strategic environment. The department will address the challenges and risks presented by climate change through the implementation of three climate priorities: (1) Maintain air and space dominance in the face of climate risks; (2) Make climate-informed decisions; and (3) Optimize energy use and pursue alternative energy sources.

CLIMATE ACTION PLAN GOAL

The department is resilient to the effects of climate change and preserves a combat-credible force that can compete, deter, and win against pacing threats.

1. Maintain Air and Space Dominance in the Face of Climate Risks

Climate change acutely challenges the department's ability to achieve air and space dominance because climate change impacts our ability to maintain operational readiness, access strategic locations globally, and execute the operational mission. The department will ensure installation resiliency and adaptability in the face of challenges ranging from climate change to pacing threats.



Planning charrettes held at Tyndall Air Force Base, Florida, in March 2019 focused on designing an Installation of the Future, resilient and right-sized. (Department of the Air Force photo by Amy Vandever)

2. Make Climate-Informed Decisions

To institute enduring advantages while combating the effects of climate change, we must fundamentally shift the way the department thinks, prepares, and acts. As we execute the department's priorities through our planning documents, our actions, and across our acquisitions, we must be deliberate in including climate risks and security

implications. How we prepare our personnel, utilize data, and develop strategic plans, requirements, and wargames are foundational to the department. We must seamlessly integrate climate and operational considerations throughout our processes, plans, and decisions to develop and field a more agile, resilient, and responsible combat-credible force for today and into the future.

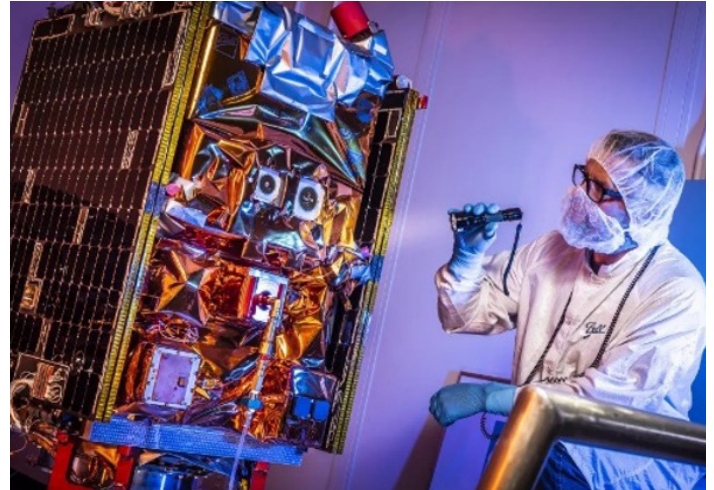


Air Force senior leaders participating in Operation Uggianaqtuq, an Air Force Arctic Security Expedition, fly on a helicopter before landing on a glacier near Illulissat, Greenland in September 2017. The senior leaders were in Greenland, Canada, and Alaska to better understand the challenges of operating in the Arctic and to build relationships with allies and partner nations. (Department of the Air Force photo by Tech Sgt Daniel DeCook]



3. Optimize Energy Use and Pursue Alternative Energy Sources

The Department of the Air Force aims to reduce the fossil fuel demand of our current and future weapon systems to enhance our ability to operate in contested environments, increase our readiness, reduce our logistics tail, and lower our greenhouse gas emissions. Through our planned initiatives, we will expand the operational range of our weapon systems and our ability to project power and support operations globally while simultaneously reducing greenhouse gas emissions. The department is pursuing alternative energy sources, including piloting projects that produce fewer greenhouse gas emissions and assessing their viability to support installation energy efficiency enterprise-wide.



An engineer checks a small satellite platform powered by environmentally friendly propellant developed by the U.S. Air Force Research Lab and launched aboard a SpaceX Falcon Heavy rocket. (Photo courtesy of Ball Aerospace)



This array of solar panels at Moody Air Force Base, Georgia, saves \$700,000 annually. (Department of the Air Force photo by Airman 1st Class Megan Estrada)

DEPARTMENT OF THE AIR FORCE CLIMATE PRIORITIES AND KEY RESULTS

The department recognizes that addressing climate change is not a single, stand-alone effort managed by one program office; climate change affects the entirety of the department's enterprise. Climate policies and actions must be incorporated across the Air Force and Space Force, and continually progress as technology advances, as our understanding of climate change impacts deepens, and as our mission requirements evolve. The Department of the Air Force will provide oversight, monitoring, and implementation direction for our climate efforts through the Senior Leader Climate Forum, comprising the Offices of the Secretariat, Deputy Chiefs of the Air Staff, and Deputy Chiefs of Space Operations, and chaired by the Assistant Secretary of the Air Force for Energy, Installations, and Environment.

Each of the three priority sections below concludes with a summary of objectives and key results. The key results describe the department's future state.

PRIORITY 1 – MAINTAIN AIR AND SPACE DOMINANCE IN THE FACE OF CLIMATE RISKS

Changes in the climate globally have introduced new and complex challenges to Air and Space Force

bases, which are critical to the department's ability to train, deploy, and operate anytime and anywhere. Resilient installations enable the accomplishment of all our missions, whether the department is conducting: fifth-generation fighter training; strategic missile warning; cargo, fuel or personnel movements; global intelligence, surveillance and reconnaissance; or conventional or strategic precision strike attacks. The department must also protect the health and wellness of our Airmen, Guardians, and their families, and maintain the readiness of our forces by providing safe and healthy communities at our installations worldwide.



A member of the 17th Civil Engineering Squadron enhances the safety of travel routes by clearing snow at Goodfellow Air Force Base, Texas, February 15, 2021. The 17th CES adapted and overcame the challenges of record-breaking snowfall with no proper removal equipment in order to continue the mission. (Courtesy photo)

MAINTAIN AIR AND SPACE DOMINANCE IN THE FACE OF CLIMATE RISKS

GOAL

- Department installations are resilient to the effects of climate change to sustain a combat-credible force and enable global power projection.
- Decreased department contribution to future climate risk via the reduction of greenhouse gas emissions.

The department operates 175 Air Force and Space Force installations across the globe consisting of 83 Active Duty, 83 Air National Guard, and 9 Air Force Reserve installations. The department is no stranger to the impacts of climate change on its installations. Permafrost thaw presents risks to critical infrastructure at Alaskan facilities. Coastal erosion encroaches on facilities and land at coastal installations. Heavy precipitation overwhelms drainage systems and causes temporary airfield

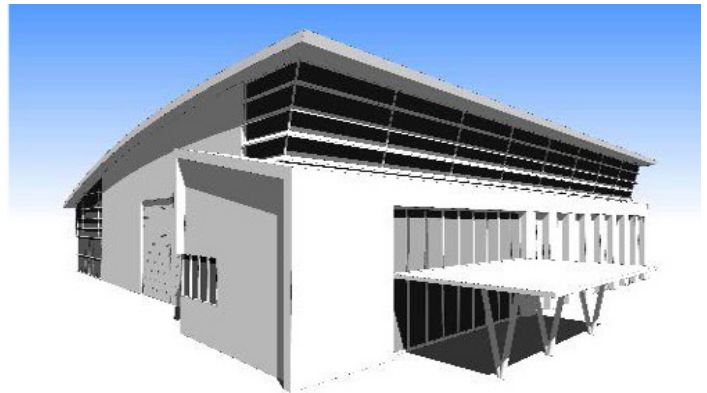


closures. Incidents of a weakening polar vortex shift the effects of winter storms as far south as our bases in Texas, resulting in power outages and damaged utility infrastructure.

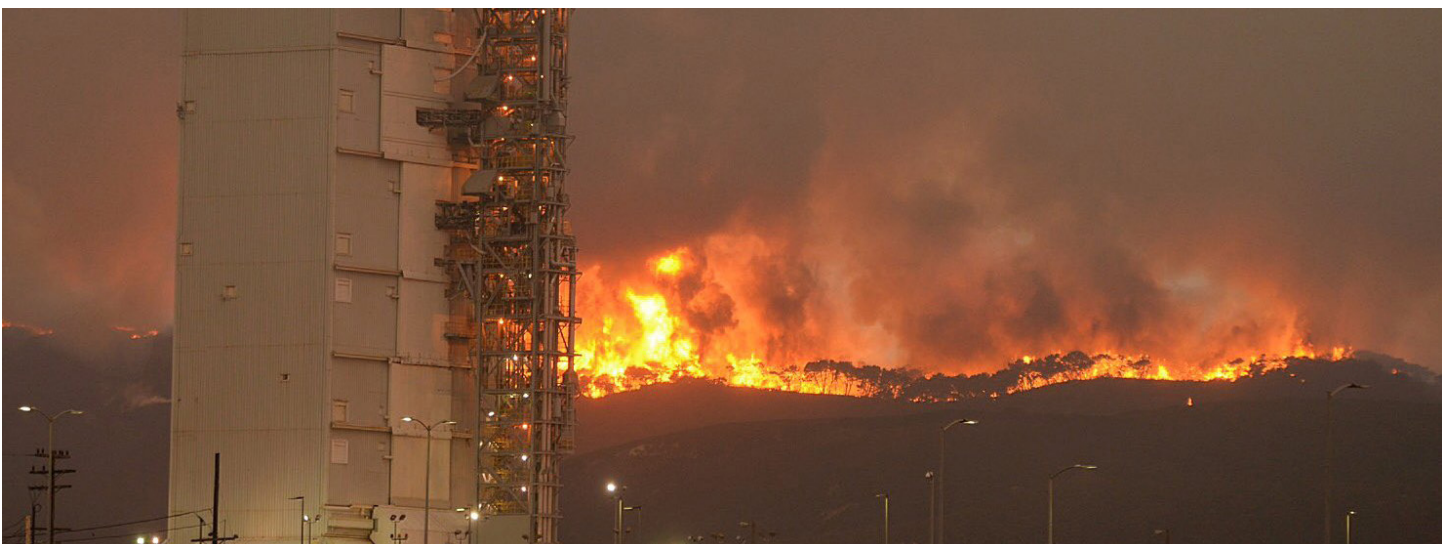
Increased frequency and longevity of drought strains natural water systems and, when combined with increased wind, spur the rapid spread of wildfires. These wildfires threaten the health and safety of department personnel, reduce visibility and our ability to perform testing and training, threaten department infrastructure, and impede the delivery of key resources, such as power and water.

Though wildfires are integral to natural ecological processes, they can also threaten installations and military communities, and disrupt operational missions and readiness. In 2016, the Canyon Wildfire prompted evacuations and a rocket launch delay at Vandenberg Air Force Base (now Space Force Base), California, diverting critical resources and personnel to execute firefighting activities. The Canyon Wildfire alone cost \$17.5 million to extinguish and \$45 million to accomplish a full recovery.

We are also reckoning with how the department consumes and generates energy on our installations. The department's reliance on fossil fuels is expensive and increases future climate risk through the production of greenhouse gases that contribute to climate instability. We must rethink how we can make our installations more resilient to the effects of climate change, while simultaneously reducing our impact on the environment through energy efficiency measures.



A building concept for Tyndall Air Force Base contains features designed to withstand more frequent and intense hurricane forces following significant damage from Hurricane Michael in 2018. (Department of the Air Force photo)



Flames burn behind the Atlas 5 rocket pad at Vandenberg Air Force Base (now Space Force Base), California, in September 2016. The Canyon Wildfire postponed a launch mission, caused power outages, and destroyed some base power and communications infrastructure. (Photo courtesy of Santa Barbara County Fire Department)

To prevent our critical infrastructure from failing in increasingly extreme conditions, the department must focus on retooling bases and making structures, power grids, fuel distribution systems, and water lines more resistant to these climate-driven impacts. We are using wargames to assess the resiliency of bases and identify vulnerable supply chains, and researching cutting-edge technologies that enable operations off the grid if power fails. The department will also continue to develop secure, digitally integrated infrastructure to minimize vulnerabilities and interruptions to our facility control systems, including power distribution and airfield lighting.

Initiatives are underway to assess climate effects, modernize infrastructure, and adapt installations to minimize impacts from future climate threats.

Updating current and future department policies, plans, and projects to integrate climate considerations provides an opportunity to address the evolving security environment and develop more resilient installations. Planning tools, such as the *Severe Weather and Climate Hazard Screening and Risk Assessment Playbook* and *Installation Energy Plans*, provide opportunities to baseline extreme weather and climatic conditions, assess energy and water requirements, and develop appropriate strategies to minimize future climate impacts on our infrastructure. Energy Resilience Readiness Exercises further assess and verify an installation's ability to operate despite power outages, thereby increasing installation resilience to man-made and climate-driven disruptions. These activities will inform future investments that protect installations, ensure mission execution, support installation security, and facilitate installation recovery from future climate impacts.



Members of MacDill Air Force Base and the local community build oyster reefs at MacDill Air Force Base, Florida, March 30, 2018. MacDill's eastern shoreline is prone to erosion, however oyster reefs aid in stabilizing the shoreline as well as improving MacDill's vast natural habitats. This build is part of the ongoing Oyster Reef Shoreline Stabilization project, which started in 2004. (Department of the Air Force photo by Staff Sgt. Tori Long)

The department released an *Infrastructure Investment Strategy* in 2019 to drive future funding strategies toward investing in an adaptive, resilient, right-sized, and fiscally sustainable infrastructure. The department invests in infrastructure to sustain DoD mission-essential functions, ensure readiness of power projection platforms, modernize infrastructure, innovate installation management practices, and decrease demands to climate-constrained resources, such as energy and water.

Collaboration with surrounding communities and industry is essential. The department will continue to develop solutions and share technologies alongside local communities, industry partners, and allies and partner nations to create holistic solutions for improving installation adaptability and resiliency.



OBJECTIVES AND KEY RESULTS FOR PRIORITY 1 - MAINTAIN AIR AND SPACE DOMINANCE IN THE FACE OF CLIMATE CHANGE

Objective 1: Modernize Infrastructure and Facilities

Invest in climate-ready and resilient installations to provide the platform from which to project air and space combat power.

Key Results (KR):

- **KR 1.1:** Targeted investments to improve base resilience, starting with \$36 million in fiscal year (FY) 23 and increasing to \$100 million per year by FY27.
- **KR 1.2:** Framework established to evaluate the effects of climate change at all department installations to inform resourcing and basing processes by FY24.
- **KR 1.3:** Department of the Air Force *Severe Weather and Climate Hazard Screening and Risk Assessment Playbook* fully implemented at installations requiring an Installation Development Plan in accordance with Department of the Air Force Instruction 32-1015, by the end of FY26, with identified climate hazards and risks incorporated into planning and project development processes.
- **KR 1.4:** Energy Resilience Readiness Exercises executed at 35 installations by the end of FY27, with results used to inform installation investments and facilitate mission execution from energy-efficient and climate-resilient bases.
- **KR 1.5:** Installation Energy Plans completed for installations requiring an Installation Energy Plan in accordance with Department of the Air Force Instruction 90-1701, by FY23, with identified projects submitted to compete for funding starting in FY24.
- **KR 1.6:** Department of the Air Force's installations portfolio is net-zero emissions by FY46, including a 50 percent emission reduction from 2008 levels by FY33.

PRIORITY 2 – MAKE CLIMATE-INFORMED DECISIONS

To institute enduring advantages while combating the effects of climate change, we must fundamentally shift the way the department thinks, prepares, and acts. As we execute the department's priorities through our planning documents, in our actions, and across our acquisitions, we must be deliberate in considering climate risks and implications. We will examine how we prepare our personnel, utilize data, and develop strategic plans, requirements, and wargames. Climate considerations must be incorporated throughout our processes, plans, and decisions to develop and field a more agile, resilient, combat-credible force for today and into the future.



Lt. Gen. Kenneth Wilsbach, Alaskan Command commander, and Gen. Ellen Pawlikowski, Air Force Materiel Command commander, look at a cold weather gear display during an Arctic Security Expedition Sept. 8, 2017, at Eielson Air Force Base, Alaska. Air Force senior leaders from Headquarters Air Force and major commands visited Eielson AFB and other locations in Alaska to learn and discuss the challenges units face operating in the Arctic region and the effects climate change may have on their mission. (Department of Air Force photo by Staff Sgt Jerilyn Quintanilla)

Developing a climate-literate workforce ensures that department personnel have the knowledge, skills, and abilities to understand when, why, and how to apply climate considerations to improve the department's ability to field a ready force. Mission requirements remain our highest priority; we seek to inform plans, processes, and decisions with climate change considerations. The department will rely on this climate-literate force to develop innovative solutions for using energy and addressing climate risks, improving our ability to adapt and to reduce greenhouse gas emissions.



A climatology education session for a 14th Weather Squadron course includes discussions of climate projection methodologies. (Department of the Air Force photo by 14th Weather Squadron)

MAKE CLIMATE-INFORMED DECISIONS

GOAL

- Department is equipped with the knowledge, skills, and abilities to mobilize, deploy, and sustain a combat-credible force globally in the face of climate threats.
- An established culture of incorporating climate change considerations across our processes, plans, and decisions to build a more climate resilient force while also reducing future climate risk.



By instilling a culture in which Airmen and Guardians understand the implications of climate change, our personnel will be empowered to make climate-informed decisions to improve the readiness and operational capability of the force.

Accurate climate data and predictive analytics are critical to decisions that impact everything from the development of engineering standards for installations, to the acquisition and life-cycle sustainment of weapon systems, to planning and operations.

The department will continually acquire improved extreme weather sensing solutions, develop expertise, and analyze authoritative climate and extreme weather data to enable an informed understanding of the operating environment. This understanding serves as a strategic advantage over adversaries and assists the department in optimizing our operational performance and our resourcing decisions.

Our strategic efforts align with the National Defense Strategy, the DoD Climate Adaptation Plan, and

the DoD Climate Risk Analysis, which call upon the military services to fully incorporate climate considerations into their plans and policies. Our strategic efforts are also consistent with the 2020 Department of the Air Force Weather Enterprise Strategy, which outlines the department's plan to develop and augment our space-based environmental monitoring capabilities for timely and accurate weather products to make informed decisions for Joint operations, especially over denied and austere areas. We are actively working to incorporate climate change considerations into our internal documents, ranging from futures and foresight analysis to our methodology in developing future war-fighting concepts to our requirements in developing future war-fighting capabilities. The department is seeking ways to better measure energy use in its current weapon systems and creating criteria to emphasize energy optimization in the development of future weapon systems.

Wargaming is one of the department's primary evaluation tools, helping us test new platforms, optimize fuel delivery logistics, and factor in environmental risks that could impact our ability to win in a contested environment. Future wargames will include an increased emphasis on incorporating allies and partner nations, and on testing sustainment capabilities, as both aspects of warfare have proven to be key to successful power projection.

Collaborating with others is foundational to addressing the effects of climate change and to reducing greenhouse gas emissions. Close cooperation with



The 607th Weather Squadron setting up a tactical meteorological observing system used to support mission operations. (Department of the Air Force photo by American Forces Network Humphreys)

national security stakeholders (Federal agencies, Congress, state and local entities, private industry, academia, non-governmental organizations, and the American people), as well as allies and partner nations, will help to secure our common interests and promote our shared values. As we undertake departmental transformation, we will also ensure interoperability with our allies and partner nations, a key component to maintain integrated deterrence. Further, we will expand collaborative planning opportunities to exchange knowledge and share innovative technologies and to achieve economies of scale with our stakeholders, other military services, and international partners. Our activities will also reflect the forthcoming, updated DoD Environmental Justice Strategy. Environmental justice considerations require that department programs, policies, and activities address disproportionately high and adverse human health, environmental, climate-related, and other cumulative impacts on disadvantaged communities.

Finally, as we work to incorporate climate considerations into supply chain guidance and strategies to increase supply chain resilience for the delivery of goods and services, we will reduce risk to the industrial base, and better prepare the department to project power globally. Ultimately, climate considerations in requirements development and acquisition have a direct impact on long term mission assurance and effectiveness.



An Integrated Air and Missile Defense Wargame at Joint Base Pearl Harbor-Hickam, Hawaii. Wargames can improve understanding of potential operational impacts from extreme weather and climate. (Department of the Air Force photo)

OBJECTIVES AND KEY RESULTS FOR PRIORITY 2 - MAKE CLIMATE-INFORMED DECISIONS

Objective 2.1: Develop a Climate-Informed Workforce

Developing a climate-informed workforce ensures that department personnel have the knowledge, skills, and abilities to understand when, why, and how to apply climate considerations to improve the department's ability to field a ready, combat-credible force.

Key Results (KR):

- **KR 2.1.1:** Climate considerations integrated into department professional military education curriculum by FY24.
- **KR 2.1.2:** Climate considerations integrated into department technical and continuing education curriculum by FY24.



Objective 2.2: Integrate Security Implications of Climate Change into Department Strategy, Planning, and Operations

Incorporating the security implications of climate change into our processes, plans, and decisions enables the department to develop a more agile, responsive, and ready force that extends the department's ability to support integrated deterrence and project power globally.

Key Results (KR):

- **KR 2.2.1:** Climate considerations, security language, and goals incorporated in Air Force and Space Force concept development and Air Force Major Command and Space Force Field Command operational plans and campaign plans starting in FY24.
- **KR 2.2.2:** Climate considerations incorporated into department Title 10 wargames starting in FY23.
- **KR 2.2.3:** Potential effects and security implications of climate change included in engagements with allies and partner nations starting in FY23.

Objective 2.3: Incorporate Climate Considerations into Department Requirements, Acquisition, and Supply Chain Processes

Incorporating climate considerations into the department's requirements process, materiel acquisition regulatory guidance, and supply chain guidance and strategies enables the department to purchase, field, and continuously supply a more agile, resilient, combat-credible force to support integrated deterrence and power projection globally.

Key Results (KR):

- **KR 2.3.1:** Energy Key Performance Parameters incorporated in weapon system capability requirements in accordance with the Joint Capabilities Integration and Development System Manual.
- **KR 2.3.2:** Effects of climate change identified for select supply chains by end of FY23 with risk mitigation approaches informed by the end of FY24.

PRIORITY 3 – OPTIMIZE ENERGY USE AND PURSUE ALTERNATIVE ENERGY SOURCES

Reversing the effects of climate change will require a global response—we cannot do this alone. The actions we undertake today to optimize our energy use and to diversify energy sources will make a difference in increasing the department’s air and space dominance and combat effectiveness.

OPTIMIZE ENERGY USE AND PURSUE ALTERNATIVE ENERGY SOURCES

GOAL

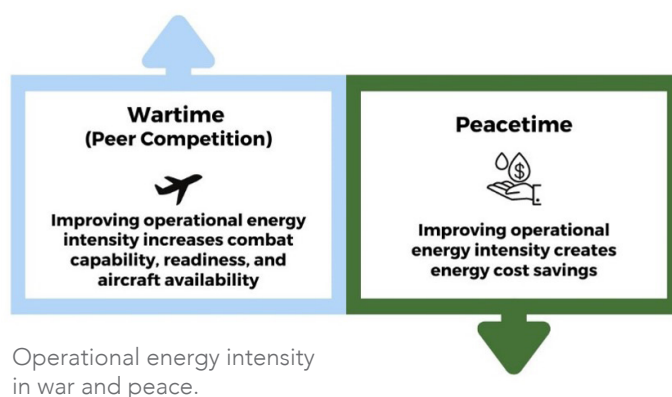
- Reduced demand on the department’s logistics and sustainment tail and improved ability to sustain a combat-credible force in support of integrated deterrence.
- Decreased department contribution to future climate risk via the reduction of greenhouse gas emissions.

Fuel is simultaneously a vital enabler and a limiting factor to our operational capability; fuel is often the primary determining factor in how far we can go and where we can go around the globe. Throughout wargames and real-world scenarios, fuel storage, logistics support, and lines of communication are consistently shown to be a liability that is frequently targeted by our adversaries. As we retool our warfighting and power projection capabilities, we must decrease our fuel demand and diversify how we generate power.

Operational energy (aviation fuel and energy to power aircraft) comprises over 80 percent of the department’s energy use. Reduction of fuel use offers the most significant opportunity to optimize our operational capability while simultaneously

reducing greenhouse gas emissions. To accelerate change and meet 21st century energy demands, we will continue to optimize our processes, technologies, and weapon systems to support joint all-domain operations globally as we combat the growing threat to our logistics capabilities and capacity. Collaborating with joint and international partners, through such forums as the Global Air Forces Climate Change Collaboration and the State Partnership Program, will remain foundational to our success as we share valuable knowledge and innovative technologies and ensure interoperability. In the short term, the pursuit of low-cost, high-return investments will optimize aviation fuel use, increase range and time-on-station, decrease maintenance issues, and streamline planning for our platforms.

Our overall goal is to deliver more combat power to the warfighter using less fuel. For the Air Force, this is measured by operational energy intensity, referred to as “lethality per gallon.” For example, if a mobility aircraft consumes less fuel to deliver the same amount of cargo or fuel to the warfighter, whether it is because of aerodynamic advancements or more streamlined flight planning, then the operational energy intensity improves – providing more lethality per gallon. Each initiative’s individual metric, such as test events per gallon or offload per gallon, is then aggregated into an overall operational energy intensity metric, allowing us to effectively measure percentage improvements over time.





The department is working with industry to incorporate commercially proven drag reduction technologies onto current platforms, modernize aircrew and aircraft planning and allocation software, employ engine sustainment technologies, and increase the use of simulation and augmented reality systems. We will also employ cost-savings rebates to incentivize energy-aware behavior in Airmen. The Mission Execution Excellence Program (MEEP) is a new initiative focused on optimizing fuel usage in mobility aircraft that consume the largest portion of the Air Force's fuel. The program leverages innovative ideas from Airmen, employs commercial aviation best practices, and equips aircrew members with more precise fuel planning tools. This will help instill a culture of efficiency among Airmen, both to prepare for conflict with a near-peer adversary



Capt Gary Olkowski demonstrates how to use Jigsaw, a tanker planner tool, which digitizes and streamlines aerial refueling planning. Jigsaw reduces fuel use by 180K gallons per week and prevents 46K metric tons of CO2 emissions annually. (Department of the Air Force photo)



and reduce total fuel consumption by an estimated 26 million gallons annually.

Over the next five years, we estimate these efforts will cut greenhouse gas emissions by a combined 3.7 percent (or approximately 650,000 metric tons annually), the equivalent of 67 million gallons of fuel. By 2032, we aim to double this reduction in greenhouse gases.



Upper left: The X-48B Blended Wing Body technology demonstrator aircraft, developed by NASA and Boeing (Boeing photo); Upper right: Six Microvanes™ bonded to the aft end of a C-17 Globemaster III fuselage (U.S. Air Force photo); Lower right: The engine of an AC-130J Ghost Rider is washed with Aerocore's nucleated foam wash (Aerocore photo); Lower left: U.S. Air Force student pilots train on a virtual reality flight simulator (U.S. Air Force photo).

To meet our ambitious objective, we will need additional investment in fuel-saving projects such as advanced winglets, compressor blade coatings and scanning, and engine wash technology.

The department is also pursuing longer term initiatives that promise revolutionary advances in aircraft propulsion and design, as well as in development and use of alternative fuel sources. Agility Prime, an Air Force-led innovation program, is exploring the electrification of rotorcraft and small mobility aircraft to decrease fuel logistics risk and improve readiness. We are also collaborating with the Defense Innovation Unit, the National Aeronautics and Space Administration, and industry partners to accelerate prototyping of ultra-efficient aircraft designs for future tanker and mobility aircraft. For example, development of blended wing body

aircraft could drive transformative changes, as this aircraft design increases aerodynamic efficiency by at least 30 percent over current Air Force tanker and mobility aircraft and enables dramatically greater fuel offload at range to ensure strike capabilities in a contested environment.

The department is piloting projects that produce fewer greenhouse gas emissions and assessing their viability to support installation energy efficiency enterprise-wide. At Eielson Air Force Base, Alaska, the department is piloting the DoD's first micro-reactor to promote energy security and independence by employing a safe and resilient source of carbon pollution-free energy. Efforts are also underway to electrify non-tactical support vehicles and equipment, including deployment demonstrations to test their integration with existing



The solar array installed at Hill Air Force Base, Utah, in 2018 increased the amount of renewable energy produced on base and will be incorporated into future microgrid planning. The new system was installed through an Energy Savings Performance Contract that costs the government no upfront money. Energy Solutions Group will operate and maintain the system during the 23-year arrangement. Pictures show a conduit line being installed and electrical wiring clips attached to the new panels. (Department of Air Force photo by R. Nial Bradshaw)

infrastructure and to inform strategic implementation across the department. These innovative solutions will promote energy resilience and lead technological innovation over competitors.

The department is expanding the use of renewable and alternative energy sources at Air Force and Space Force bases by executing over 300 renewable energy projects. In FY 2021, 6.9 percent of Department of the Air Force electricity came from renewable sources including from a 3.55 megawatt (MW) solar array at Hill Air Force Base, a 15MW solar array at Nellis Air Force Base, a 28MW solar array at Vandenberg Space Force Base, and a 33.5MW solar array at Eglin Air Force Base. We will continue to research opportunities for exploring alternative energy sources for both installations and weapon systems to diversify our energy options while

sending a “demand signal” to industry, which will need to supply those options for our use.

Finally, in order to achieve our fuel efficiency objectives, we must collect, access, and analyze operational energy data to identify additional areas of improvement. Fuel use data is critical to understanding how operational energy impacts department combat capability. With accurate, comprehensive, and accessible data on aviation and launch vehicle fuel use, the department can account for fuel use impacts to mission effectiveness and greenhouse gas emissions, as well as evaluate the impact of operational efficiency optimization actions. Further, tracking and analyzing installation and infrastructure energy use will help capture progress towards modernizing our infrastructure and facilities.



Workers prepare to splice a “T” pipe while installing a geothermal system at Selfridge Air National Guard Base, Michigan, September 29, 2011. (Department of Air Force photo by John Swanson)

OBJECTIVES AND KEY RESULTS FOR PRIORITY 3 - OPTIMIZE ENERGY USE AND PURSUE ALTERNATIVE ENERGY SOURCES

Objective 3.1: Improve Operational Energy Intensity

Optimized aircraft energy use increases the readiness and operational capability of the department, decreases risk to logistics supply chains, and informs operational plans while reducing greenhouse gas emissions. Optimization includes the adoption of ultra-fuel-efficient aircraft designs, which provide an opportunity to significantly improve combat capability.

Key Result (KR):

- **KR 3.1.1:** Operational energy intensity of Air Force flying missions increased 5 percent by FY27 and 7.5 percent by FY32 through standardized use of aircraft drag reduction technologies, modern software scheduling tools, and enhanced engine sustainment practices.
- **KR 3.1.2:** Development and testing of a full-scale blended wing body prototype completed by FY27.

Objective 3.2: Adopt Alternative Energy Sources

While the department cannot singularly reverse the causes of climate change, we can reduce our energy footprint and increase demand for zero-carbon-based energy sources. We must both reduce our energy consumption and move toward carbon pollution-free energy sources.

- **KR 3.2.1:** Completed successful pilot of drop-in compatible sustainable aviation fuel at two operational Air Force locations by FY26, where 10 percent of all purchased aviation fuels consist of sustainable aviation fuel blends at the same or less cost than traditional aviation fuel. The pilot project will validate operational, infrastructure, and logistical requirements for blending and quality control in the use of sustainable aviation fuel.
- **KR 3.2.2:** Completed successful pilot of micro-reactors by FY28 to demonstrate viability of this technology as a feasible alternative energy source.
- **KR 3.2.3:** 100 percent carbon pollution-free electricity on a net annual basis by FY30, including 50 percent 24/7 carbon pollution-free electricity.
- **KR 3.2.4:** 100 percent zero-emissions non-tactical vehicle acquisitions by FY35, including 100 percent zero-emission light-duty vehicle and aircraft support equipment acquisitions by FY27 and FY32, respectively.

CONCLUSION

By maintaining air and space dominance in the face of climate risks, making climate-informed decisions, and optimizing energy use and pursuing alternative energy sources, the department will prove resilient to the effects of climate change and preserve a combat-credible force that can compete, deter, and win.



GLOSSARY

24/7 Carbon Pollution-Free Electricity: Carbon pollution-free electricity procured to match actual electricity consumption on an hourly basis and produced within the same regional grid where the energy is consumed. (Executive Order 14057, Catalyzing Clean Energy Industries and Jobs through Federal Sustainability)

Adaptation: Adjustment in natural or human systems in anticipation of or response to a changing environment in a way that effectively uses beneficial opportunities or reduces negative effects. (DoD Directive 4715.21, Climate Change Adaptation and Resilience, August 31, 2018)

Climate Change: Variations in average weather conditions that persist over multiple decades or longer that encompass increases and decreases in temperature, shifts in precipitation, and changing risk of certain types of severe weather events. (DoD Joint Publication 1)

Climate-Literate: An understanding of future climate conditions and risks to inform strategies, plans, and operations. (Department of Air Force working definition)

Carbon Pollution-Free Electricity: Electrical energy produced from resources that generate no carbon emissions, including marine energy, solar, wind, hydrokinetic (including tidal, wave, current, and thermal), geo-thermal, hydroelectric, nuclear, renewably sourced hydrogen, and electrical energy generation from fossil resources to the extent there is active capture and storage of carbon dioxide emissions that meets U.S. Environmental Protection Agency requirements. (Executive Order 14057, Catalyzing Clean Energy Industries and Jobs through Federal Sustainability)

Non-Tactical Vehicles: Any commercial motor vehicle, trailer, material handling or engineering equipment that carries passengers or cargo acquired for administrative, direct mission, or operational support of military functions. All DoD sedans, station wagons, carryalls, vans, and buses are considered "non-tactical." (DoD Instruction 4500-36, Acquisition, Management, and Use of Non-Tactical Vehicles (NTVs))

Operational Energy Intensity: Measurement of lethality (e.g., the unit output or mission activity) per gallon. Example metrics: actual ton miles per gallon, offload per gallon, test events per gallon, time on station per gallon, simulated/actual weapons released per gallon, collections per gallon, pilots (B-course equivalent) per gallon, and syllabus events per gallon.

Resilience: Ability to anticipate, prepare for, and adapt to changing conditions and withstand, respond to, and recover rapidly from disruptions. (DoD Directive 4715.21, Climate Change Adaptation and Resilience, August 31, 2018)

Right-sized: A "right-sized" installation portfolio optimizes infrastructure quantity and quality to assure combat readiness and protect our operational capability, enabling multi-domain missions across the full spectrum of operations. (Department of Air Force Basing and Logistics Flight Plan, Civil Engineer Annex, January 2020)



FOR MORE INFORMATION:
Visit <https://www.safie.hq.af.mil>

SUPPLEMENTAL AGREEMENT NO. 8
to
LEASE NO. DACA51-5-74-480
between
CITY OF BURLINGTON
and
THE UNITED STATES OF AMERICA

THIS SUPPLEMENTAL AGREEMENT NO. 8 to Lease No. DACA51-5-74-480 (hereinafter called the "Lease") is made and entered into this _____ day of October 2023 by and between the **CITY OF BURLINGTON**, a municipal corporation, chartered, organized, and existing under the laws of the State of Vermont, Chittenden County, in the State of Vermont (hereinafter called the "Lessor"), and the **UNITED STATES OF AMERICA** (hereinafter called the "Government").

WITNESSETH THAT:

WHEREAS, by lease dated 17 June 1974, the Lessor leased to the Government, for the exclusive use of the Government and/or the State of Vermont Air National Guard, approximately 278 acres of land for a term beginning 1 November 1973 and in no event extending beyond 30 June 2023 ; and

WHEREAS, by Supplemental Agreement No. 1 dated 21 April 1976, approximately 38.00 acres, which were determined to be owned by the Government, were deleted from the lease to reflect a total of 240 acres; and

WHEREAS, by Supplemental Agreement No. 2 dated 7 May 1996 effective October 1, 1995, the date "June 30, 2023" was deleted from the last sentence of Paragraph 3 of the Lease and the date "June 30, 2048" was inserted in lieu thereof; and the words from Paragraph 2 of the Lease were deleted and replaced with words identifying the leased area as approximately 223.264 acres as depicted on Exhibit A dated 23 March 95; and

WHEREAS, by Supplemental Agreement No. 3 dated 22 February 2002 effective 15 July 2001, the words from Paragraph 2 were deleted and replaced with words identifying the leased area as approximately 230.437 acres (adding approximately 7.128 acres) as described in Exhibit "B" and depicted on a map Exhibit "C"; and

WHEREAS, by Supplemental Agreement No. 4 dated 10 September 2009 effective 8 October 2008, Paragraph 2 was modified by adding an additional parcel of approximately 47.5 acres as described in Exhibit "B-1" and depicted on a sketch and survey in Exhibit "C-1", to reflect a total of 277.937 acres; and

WHEREAS, by Supplemental Agreement No. 5 dated 26 March 2012, Paragraph 2 was modified to add approximately 2.59 acres of land as described in Exhibit "A-1" and depicted on a sketch Exhibit "A-2", to reflect a total of 280.527 acres; and

SUPPLEMENTAL AGREEMENT NO. 8
LEASE NO. DACA51-5-74-480

WHEREAS, by Supplemental Agreement No. 6 dated 29 October 2012, Parcel #1 acreage was changed to 248.05 and Parcel #2 was changed to 32.72 acres as described in Exhibit "D" (due to a change in the description resulting from a change in National Guard Road) for an increase of approximately 0.243 acres of land for a total acreage leased to 280.77 acres; and

WHEREAS, by Supplemental Agreement No. 7 dated 9 April 2014, Parcel #1 was increased by 0.43 acres from 248.05 acres to 248.48 acres bringing the total acreage of Parcel #1 and Parcel #2 to 281.20 acres;

NOW, THEREFORE, the terms and conditions of Lease No. DACA51-5-74-480 are hereby amended in the following respects and these only:

1. Effective March 1, 2022; the date "June 30, 2048" is deleted from the last sentence of Paragraph 3 of the Lease and the date "June 30, 2073" is inserted in lieu thereof.
2. All references in the Lease to the "Federal Aviation Agency" shall be understood to mean and refer to the "Federal Aviation Administration".
3. All references in the Lease to "Burlington International Airport" or "Burlington Municipal Airport" should be understood to mean and refer to "Patrick Leahy Burlington International Airport".
4. Section 5 of the Lease is hereby deleted and replaced with the following: "Maintenance and operation of the airfield, together with taxiways and appurtenances, will be subject to the Joint Use Agreement between the Government and Lessor dated 15 August 2019, as it may be modified or replaced from time-to-time.
5. Section 10 of the Lease is hereby amended to provide that notices addressed to the Lessor shall be addressed as follows:

Lessor: Patrick Leahy Burlington International Airport
Attention: Director of Aviation
1200 Airport Drive
South Burlington, VT 05403

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

6. All other terms and conditions of said Lease No. DACA51-5-74-480 except as amended by this Supplemental Agreement No. 8 and prior Supplemental Agreement Nos. 1 through 7, shall remain unchanged and in full force and effect.

SUPPLEMENTAL AGREEMENT NO. 8
LEASE NO. DACA51-5-74-480

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

CITY OF BURLINGTON

Witness

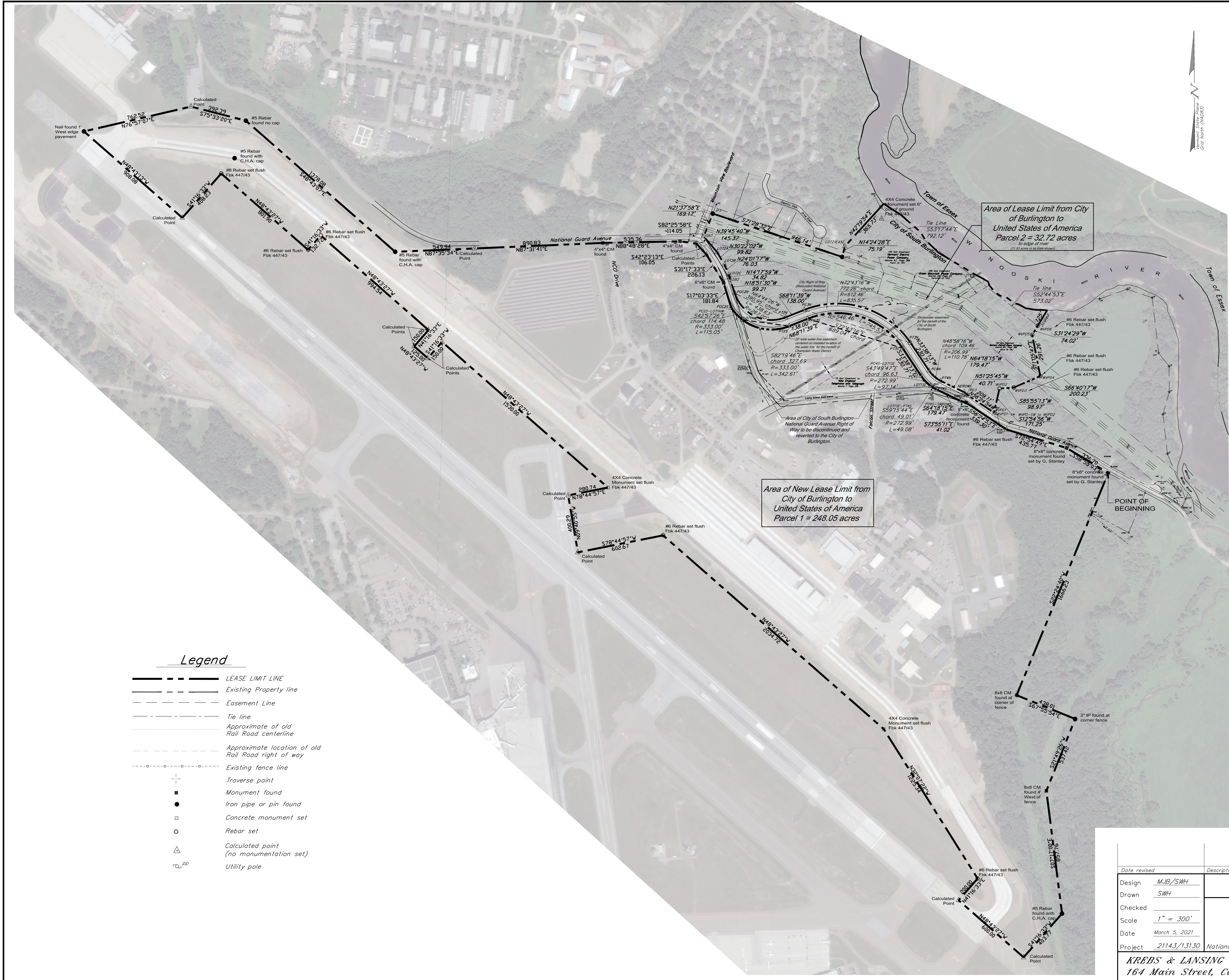
By: _____

Address

Title: _____

UNITED STATES OF AMERICA

JUDITH H. TEPPERMAN, GS-15
Division Chief, Real Estate Management



Survey Notes

- All bearings are calculated and are based on Vermont State Plane Grid North. Magnetic north was determined to be approximately 15'04" west of Vermont State Plane Grid North.
- A closed traverse was completed on April 19, 1996 using a theodolite (Wild T-2 S/N 277888), and electronic distance meter (Geodimeter S/N 47795) and a steel tape. Additional traverse work was complete in 2003, 2006, 2010 and 2011.

Note

THIS LEASE LIMIT PLAN CONSISTS OF PARCEL 1 AND PARCEL 2 OVERLAID ONTO AN AERIAL ORTHOPHOTO.

The proposed Parcel #1 Lease Limit encompasses land including:

- Land formerly described as "Leased Land from the City of Burlington, Main Base Site #1".
- Land described as "Lot 1" on plan entitled "Final Plat, Lands Owned by the City of Burlington Located North and East of National Guard Avenue" prepared by Krebs & Lansing Consulting Engineers, Inc., dated April 14, 2011, last revised June 28, 2011.
- Areas of former City of South Burlington National Guard Avenue right of way to be discontinued and reverted back to the City of Burlington as shown on plan entitled "Final Plat, Lands Owned by the City of Burlington Located North and East of National Guard Avenue" prepared by Krebs & Lansing Consulting Engineers, Inc., dated April 14, 2011, last revised June 28, 2011.

The proposed Parcel #2 Lease Limit encompasses land including:

- Land described as "Lot 2" on plan entitled "Final Plat, Lands Owned by the City of Burlington Located North and East of National Guard Avenue" prepared by Krebs & Lansing Consulting Engineers, Inc., dated April 14, 2011, last revised June 28, 2011.

Legend

- LEASE LIMIT LINE
- Existing Property line
- Easement Line
- Tie line
- Approximate of old Rail Road centerline
- Approximate location of old Rail Road right of way
- Existing fence line
- Traverse point
- Monument found
- Iron pipe or pin found
- Concrete monument set
- Rebar set
- Calculated point (no monumentation set)
- Utility pole



Date revised	Description	Checked	Date
Design	MJB/SWH		
Drawn	SWH		
Checked			
Scale	1" = 300'		
Date	March 5, 2021		
Project	21143/13130		
KREBS & LANSING Consulting Engineers, Inc.		South Burlington, Vermont	
164 Main Street, Colchester, Vermont 05446		Professional Engineer	

Lease Limit Plan

Lands owned by the
City of Burlington
Leased to the
United States of America

National Guard Avenue

Legal Description (Metes & Bounds)

Leased Land from The City of Burlington

Main Base Site#1

Beginning at a point marked by a concrete monument of the southwest side of National Guard Avenue

- 1) South 22°24'40" West a distance of 1666.23 feet to an existing concrete monument
- 2) South 67°55'54" East a distance of 438.01 feet to an existing iron pipe
- 3) South 21°49'26" West a distance of 537.42 feet to an existing concrete monument
- 4) South 07°17'00" East a distance of 857.76 feet to an existing rebar

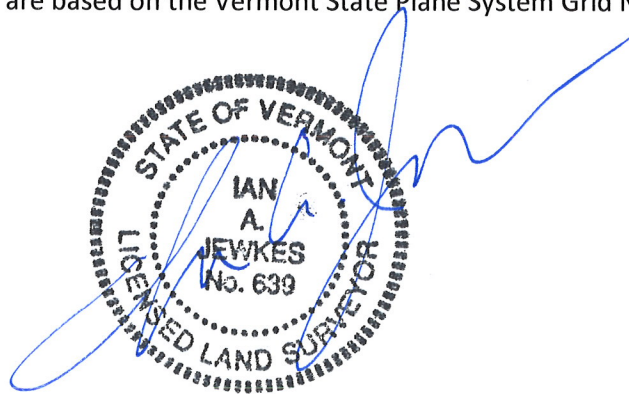
Thence through lands occupied by the Burlington International Airport (reputedly owned by the City of Burlington) the following seventeen (21) courses and distances

- 1) South 41°16'33" West a distance of 403.77 feet to a calculated point on the northeasterly side of the airport main runway; thence along said runway
- 2) North 48°43'27" West a distance of 600.00 feet to a calculated point
- 3) North 41°16'33" East a distance of 200.00 feet to a calculated point
- 4) North 32°07'22" West a distance of 1225.34 feet to a calculated point
- 5) North 48°43'27" West a distance of 2034.72 feet to a calculated point
- 6) South 78°44'57" West a distance of 602.67 feet to a calculated point
- 7) North 09°40'55" West a distance of 400.29 feet to a calculated point
- 8) North 78°44'57" East a distance of 280.74 feet to a calculated point
- 9) North 48°43'27" West a distance of 1530.00 feet to a calculated point
- 10) South 41°16'33" West a distance of 150.00 feet to a calculated point
- 11) North 48°43'27" West a distance of 125.00 feet to a calculated point
- 12) North 41°16'33" East a distance of 150.00 feet to a calculated point
- 13) North 48°43'27" West a distance of 994.54 feet to a calculated point
- 14) South 41°16'33" West a distance of 132.72 feet to a calculated point
- 15) North 48°43'27" West a distance of 801.90 feet to a calculated point
- 16) South 41°16'33" West a distance of 408.23 feet to a calculated point on the northeasterly side of the airport main runway; thence along said runway
- 17) North 48°43'13" West a distance of 908.08 feet to a nail
- 18) North 76°57'07" East a distance of 762.52 feet to a calculated point
- 19) South 75°33'20" East a distance of 392.39 feet to a rebar
- 20) South 48°43'07" East a distance of 1378.08 feet to a rebar
- 21) North 87°35'34" East a distance of 549.94 feet to a calculated point on the southerly side of National Guard Avenue

Thence along National Guard Avenue and the relocated National Guard Avenue the following eighteen (18) courses and distances

- 1) North 87°31'41" East a distance of 890.83 feet to an existing concrete monument
- 2) North 88°48'28" East a distance of 535.36 feet to an existing concrete monument
- 3) South 82°25'58" East a distance of 114.05 feet to a calculated point
- 4) South 42°23'13" East a distance of 106.05 feet to a calculated point
- 5) South 31°17'33" East a distance of 226.13 feet to an existing concrete monument
- 6) South 17°03'33" East a distance of 181.84 feet to a calculated point labeled POC2S
- 7) Southerly 115.05' feet along a circular curve sagging to the southwest having a radius of 333.00 feet to a point labeled LOT1NW, said curve has a chord with a length of 114.48 feet and a bearing of S42°57'26"E
- 8) Easterly 342.61 feet along a circular curve sagging to the south having a radius of 333.00 feet to a point labeled PT2S, said curve has a chord with a length of 327.69 feet and a bearing of S82°19'46"E
- 9) North 68°11'39" East a distance of 138.00 feet to a calculated point labeled PC3S
- 10) Easterly 745.53 feet along a circular curve sagging to the north having a radius of 546.46 feet to a point labeled PT3S, said curve has a chord with a length of 689.04 feet and a bearing of S72°43'16"E
- 11) South 33°38'13" East a distance of 230.71 feet to a calculated point labeled PC4S
- 12) Southeasterly 97.14 feet along a circular curve sagging to the southwest having a radius of 272.99 feet to a point labeled LOT1SE, said curve has a chord with a length of 96.63 feet and a bearing of S43°49'47"E
- 13) Southeasterly 49.08 feet along a circular curve sagging to the southwest having a radius of 272.99 feet to a point labeled PT4S, said curve has a chord with a length of 49.01 feet and a bearing of S59°15'44"E
- 14) South 64°18'15" East a distance of 179.47 feet to a calculated point labeled SWROW1
- 15) South 73°55'11" East a distance of 41.02 feet to an existing concrete monument
- 16) South 56°24'53" East a distance of 339.30 feet to a calculated point
- 17) South 72°54'49" East a distance of 435.77 feet to an existing concrete monument
- 18) South 58°55'03" East a distance of 336.70 feet to the point of beginning

The area of the above described leased parcel designated as Site1 is 248.48 acres, all bearings referenced in this description are based on the Vermont State Plane System Grid North;



SITE # 2

Beginning at a point located on the easterly limit of the existing right of way for the City of South Burlington street known as National Guard Avenue, said point is designated as SB2 on the plan entitled "Final Plat, Lands owned by the City of Burlington, Located North and East of National Guard Avenue" dated June 28, 2011 and prepared by Krebs and Lansing Consulting Engineers, Inc., said point is also located N 60°48'00" W a distance of 1610.24 feet from a found concrete monument labeled CM1 which is located on the northerly limit of the existing City of South Burlington National Guard Avenue right of way, said point is also located N 65°49'27" E a distance of 50.39 feet from a found concrete monument labeled CM4 which is located on the westerly limit of the existing City of South Burlington National Guard Avenue right of way, said point is also located N 23°59'58" W a distance of 906.73 feet from a found concrete monument labeled WHITE1 located on the northerly limit of the existing City of South Burlington National Guard Avenue right of way, said point is also on the easterly limit of the new 66 foot wide right of way for the relocated portion of National Guard Avenue;

thence proceeding N 14°17'59" W a distance of 34.82 feet along the easterly limit of the existing National Guard Avenue to a point labeled LOT2C;

thence proceeding N 24°01'17" W a distance of 76.03 feet along the easterly limit of the existing National Guard Avenue to a point labeled LOT2B;

thence proceeding N 30°22'02" W a distance of 99.82 feet along the easterly limit of the existing National Guard Avenue to a point labeled LOT2A;

thence proceeding N 39°45'40" W a distance of 145.37 feet along the easterly limit of the existing National Guard Avenue to a point labeled SB3 on the westerly limit of Lot 2, said point is also on the easterly limit of the 60.00 foot wide right of way for Mountain View Boulevard;

thence proceeding N 21°37'58" E a distance of 169.17 feet along the easterly limit of the existing Mountain View Boulevard right of way to a found iron pipe IP3;

thence proceeding S 71°28'32" E a distance of 946.14 feet along the southerly limit of the Country Club Estates development (the owners being: Rooney - Lot 8, Manazir - Lot 16, Fontaine - Lot 17, Arrants and Morris - Lot 18, Burt - Lot 19, City of South Burlington - extension of Country Club Drive East, and Sweet - Lot 21) to a found iron pipe IP5;

thence proceeding N 14°24'28" E a distance of 75.19 feet along the easterly limit of the Country Club Estates development (the owners being: Sweet - Lot 21, and Belter) to a point labeled LOT21EAST;

thence proceeding N 42°19'54" E a distance of 365.73 feet along the Belter property on the easterly limit of the Country Club Estates development to a found iron pipe labeled IP7, said IP7 is located N 53°17'44" W a distance of 792.12 feet from an existing iron pipe labeled 21 set in the ground as a tie point for the survey;

thence proceeding N 42°19'54" E a distance of approximately 35 feet along the Belter property on the easterly limit of the Country Club Estates development to the edge of the Winooski River;

Thence southeasterly along the bank of the Winooski River to a point, said point is located on the northwesterly limit of the lands acquired by the Winooski Valley Park District in Volume 653 Page 222 of the City of South Burlington Land Records on December 12, 2003;

thence proceeding S 31°24'29" W a distance of approximately 125 feet along the Winooski Valley Park District property to a point labeled WVPD6, said point is located S 52°44'53" E a distance of 573.02 feet from an existing iron pipe labeled 21 set in the ground as a tie point for the survey;

thence proceeding S 31°24'29" W a distance of 74.02 feet along the Winooski Valley Park District property to a point labeled WVPD5;

thence proceeding S 11°05'47" E a distance of 291.26 feet along the Winooski Valley Park District property to an existing iron pipe labeled WVPD4;

thence proceeding S 66°40'17" W a distance of 200.23 feet along the Winooski Valley Park District property to an existing iron pipe labeled WVPD3;

thence proceeding S 85°55'13" W a distance of 98.97 feet along the Winooski Valley Park District property to an existing iron pipe labeled WVPD2;

thence proceeding S 12°54'56" W a distance of 166.56 feet along the Winooski Valley Park District property to an existing iron pipe labeled WVPD1;

thence proceeding S 12°54'56" W a distance of 4.69 feet along the Winooski Valley Park District property to a point labeled WVPD-SW, said point is also on the northern limit of the National Guard Avenue right of way;

thence proceeding N 56°24'54" W a distance of 209.11 feet along the northern limit of the National Guard Avenue right of way to a point labeled RD3, said point is also on the eastern limit of the relocated National Guard Avenue right of way;

thence proceeding N 51°25'45" W a distance of 40.71 feet along the easterly limit of said relocated National Guard Avenue to a point labeled NEROW1;

thence proceeding N 64°18'15" W a distance of 179.47 feet along the easterly limit of said relocated National Guard Avenue to a point labeled PT4N;

thence proceeding northwesterly 110.78 feet along a circular curve sagging to the southwest having a radius of 206.99 feet to a point labeled PC4N, said curve has a chord with a length of 109.46 feet and a bearing of N 48°58'16" W, said curve is along the northeasterly limit of the new 66.00 foot wide relocated right of way for National Guard Avenue ;

thence proceeding N 33°38'13" W a distance of 230.71 feet along the easterly limit of said relocated National Guard Avenue to a point labeled PT3N;

thence proceeding northwesterly 835.57 feet along a circular curve sagging to the north having a radius of 612.46 feet to a point labeled PC3N, said curve has a chord with a length of 772.26 feet and a bearing of N 72°43'16"W, said curve is along the northerly limit of the new 66.00 foot wide relocated right of way for National Guard Avenue;

thence proceeding S 68°11'39" W a distance of 138.00 feet along the northerly limit of said relocated National Guard Avenue to a point labeled PT2N;

thence proceeding westerly 438.63 feet along a circular curve sagging to the south having a radius of 267.00 feet to point POC2N, said curve has a chord with a length of 390.95 feet and a bearing of N 64°44'26"W, said curve is along the northerly limit of the new 66.00 foot wide relocated right of way for National Guard Avenue and on the southerly limit of Lot 2;

thence proceeding N 18°51'30" W a distance of 99.21 feet along the easterly limit of said relocated National Guard Avenue to the point of beginning on the westerly limit of Lot 2;

the area of the above described parcel designated as Lot 2 is 32.72 acres as measured to the edge of the Winooski River, all bearings referenced in this description are based on the Vermont State Plane System Grid North;



FREQUENTLY ASKED QUESTIONS

Who is responsible for the lease agreement? The lease is the binding legal document between the City of Burlington and the United States of America that allows for the exclusive use of the land by the Vermont Air National Guard. This lease is one of 183 lease agreements around the country between airport municipalities and the United States of America where each Air National Guard unit pays the nominal sum of \$1.00 for the entire duration of the lease. The Vermont Air National Guard and the National Guard Bureau are liaisons in its administration.

Can the terms of the lease be changed? Fifty-year leases, with a nominal fee of \$1.00, are the standard for Air National Guard units across the 54 states and territories. The lease terms cannot be changed or shortened by the VTANG. A non-standard lease would need to be negotiated with the Federal Government by the City of Burlington. That process would have immediate financial impacts to the VTANG and could put the VTANG Fire Department's support to local communities and the airport at risk.

Why does VTANG need the lease extended? The VTANG currently has \$51 million in capital investment on hold due to the specific federal requirement to have a long-term lease in place for the federal government to invest. The Air Force policy comes from Air Force Instruction 32-9001 which states: "On leased property for ANG [Air National Guard], construction of facilities is allowed if the Air Force has 25 years remaining on the term of the lease". Air Force policy is derived from Federal Law Title 10, USC, Chapter 1803.

Can the extension be for a period shorter than 25 years? Ground leases of 50 years or more are industry standard because they give confidence to the lessee – in this case, the Federal Government – to make long-term capital investments that have value well beyond a short-term lease. For instance, the Patrick Leahy Burlington International Airport has recently signed ground leases with BETA Technologies for 70 years and the airport hotel for 50 years; both leases were approved by the Burlington City Council. An extension of the VTANG lease for less than 25 years would be non-standard and subject to direct negotiation with the United States Air Force. Additionally, while a shorter term extension might meet minimum requirements for capital investment, it doesn't mean the federal government actually would, nor does it mean it would be responsible for them to do so. VTANG's green initiatives and net-zero construction would be at immediate risk and as such, the VTANG does not support an extension of less than 25 years.

Can the lease be used as leverage for a mission change? The Air Force basing process is a separate federal process. If a future mission involves environmental impact, citizens and communities will have the opportunity to affect that decision through the Environmental Impact Statement (EIS) process.

How is the lease connected to the F-35 mission? It is not. The current lease is in effect until 2048. None of the capital investments that are on hold have impact on the F-35 mission, but they do impact our energy use, efficiency, and green initiatives. The VTANG has changed aircraft 12 times in 77 years, an average of every 6-7 years. History does not support that the F-35 will be here in 2048-2073.

Who is responsible for the Vermont Air National Guard Mission? The mission of the VTANG was assigned by the Secretary of the Air Force in 2015. The Secretary of the Air Force works directly for the President.

Why is Burlington only getting \$1.00 for the lease? Air National Guard leases are \$1.00 because of the economic impact that having a Guard base in the community provides. The VTANG provides 1,100 jobs, which equals \$62M/year in pay and benefits, and has additional annual expenditures of \$19M. Further, the VTANG is one of 22 Air National Guard wings that also provide Aircraft Rescue and Fire Fighting (ARFF) to the civil airport for free. The Patrick Leahy Burlington International Airport receives this benefit from VTANG. This agreement is codified in a separate document, the Airport Joint Use Agreement (“AJUA”), which is up for renewal in 2028. In all cases where the Air National Guard serves as the primary fire emergency services for the civil airport, the AJUA payment is calculated to be a nominal fee.

What does the VTANG Fire Department do for the City of Burlington? The VTANG Fire Department provides free ARFF to the Airport. In addition, it has voluntary mutual aid agreements with 10 surrounding communities and has responded to more communities than that, despite no requirement to do so. Last year, 69% of the VTANG Fire Department’s responses were off base, i.e., in the surrounding communities, to support local fire departments.

How much would it cost for Burlington to build a Fire Department? The VTANG cannot quantify the cost to build a civilian fire department. We can, however, outline how much we spend. The VTANG Fire Department is a \$22M facility with \$2.8M in equipment. We spends \$3M annually in operating costs. Our insurance is underwritten by the Federal Government and is not paid for directly.

What is the VTANG doing to mitigate noise? The F-35 mission is not connected to the lease, but we are very proud of the work we have been doing on noise mitigation. As cited in the attached memo, the VTANG is leading the way, but our work is not complete. Mitigation is an ongoing process, and we are always open to new ways to mitigate noise within the construct of safe aircraft operation. We are continuing that work with the airport, Air Traffic Control, and the NGB to fund objective studies and find new solutions.

How will the lease extension support Burlington Net Zero Energy goal? Our most significant contributions to the City’s Net Zero goal are in the expansion of our solar farm (\$3,000,000), the addition of battery backups to retain solar energy and build in resilience (\$2,700,000), our investment in a geothermal solar heating to increase efficiency during the winter (\$2,000,000), and other environmental projects listed below. These projects will not be possible – and will not be awarded to local businesses – without a lease extension.

What is the Memorandum of Understanding (MOU) between the City and VTANG? The MOU is an agreement between the City of Burlington and VTANG to pursue good faith efforts to work cooperatively on areas of common interest, including ongoing noise mitigation and greenhouse gas emissions reductions. The VTANG is committed to the supporting the broader community and working in partnership to achieve shared goals.

What are the capital investments that are currently on hold?

- (Green Initiative: \$2,700,000) Expand Photovoltaic and Provide Energy Resiliency to Fire Rescue
 - o Provides photovoltaic energy and battery resiliency to provide power to Fire Department during widespread electrical outage. Project has been in planning and design since 2019.
- (Green Initiative: \$3,000,000) Add Photovoltaic Resiliency
 - o Adds photovoltaic panels and battery storage to generate peak 3MW in efforts to store 3MWH for base resiliency.
- (Green Initiative: \$2,000,000) Geothermal Solar Heating

- o Adds base solar heating capability to increase winter geothermal efficiency and reliability.
- (Environmental: \$10,000,000) POL compound repairs
 - o Provides needed repairs to fuel storage and distribution compound to mitigate potential environmental concerns due to the age and status of the infrastructure. Renovations create a Net Zero building.
- (Environmental: \$4,000,000) Heated POL Truck Fac
 - o Provides heated parking for aircraft refuelers to maintain the fleet, protect them from the environment, and to better mitigate leaks and mishaps.
- (Environmental / Mission: \$6,000,000) Cyber Operations Squadron Relocation
 - o Relocates Cyber Operations Squadron from Norwich University to air base. Constructs a Net Zero building.
- (Environmental: \$10,000,000) Headquarters Renovation
 - o Provides space allocation and efficiency for Wing functions to be co-located in one building. Renovation will create a Net Zero building.
- (Environmental / State Mission: \$6,000,000) Explosive Ordnance Disposal Add-Alter building
 - o Adds to space-deficient Explosive Ordnance Disposal building providing required training space and covered parking for equipment, which in turn provides response to statewide ordinance disposals. Renovation and new construction will create a Net Zero building.
- (Mission: \$8,000,000) Indoor Firing Range
 - o Provides on base indoor firing range to meet readiness needs of base personnel and other Vermont agencies.

DANIEL P. FINNEGAN, Col, VTANG
 158th Fighter Wing Commander
 Office: (802) 660-5215
 DSN: (312) 220-5215
 Cell: (802) 881-6266



Burlington Fire Department

136 South Winooski Avenue
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387



To: Mayor Weinberger and Burlington City Council

From: Chief Michael LaChance

Re: Lease Extension VTANG

Date: October 12, 2023

The Vermont Air National Guard (VTANG) Fire Department is a very important partner to the Burlington Fire Department. VTANG Fire is the sole provider of Aircraft Rescue and Firefighting (ARFF) capabilities at the Patrick Leahy Burlington International Airport and, as such, meets the 14 CFP Part 139 Section D requirements necessary for the airport to operate.

The Burlington Fire Department does not have the specialized staff or vehicles to provide this service, nor have we taken any steps in that direction. To provide this level of service, we would have to mirror the scale of operation already in place to include new employees, new apparatus, and the appropriate training to meet 139.319 Aircraft Rescue and Firefighting: Operational requirements. Staffing, equipping, training, and providing the appropriate apparatus to allow BFD to meet the federally mandated level of protection at the airport would cost the city millions of dollars in immediate upfront expenses to allow the airport to continue to operate.

In addition to the professional services VTANG provides on the airfield, its members are often the first EMS providers to customers in and around the airport terminal. Additionally, they provide Mutual Aid to the Burlington Fire Department on a third alarm or greater incident. These highly trained members can increase our firefighting capabilities on large-scale events by providing additional personnel or, through existing agreements, providing specialized tools and equipment to aid suppression efforts.

To say the Vermont Air National Guard Fire Department is an asset to the City of Burlington would be a gross understatement. The members of VTANG provide unparalleled emergency services at and around the airport. They are an important partner in our ability to provide the high level of emergency services that our community has come to expect.

To: City of Burlington City Council

From: Nicolas Longo C.M.
Director of Aviation

Date: October 23, 2023

Subject: Request to Extend the Vermont Air National Guard Lease Agreement

City Council President Paul and the Burlington City Council,

Thank you all for your time over the last few weeks discussing this important lease extension. The purpose of this communication is to memorialize answers to common questions related to the Mayor's request to approve a lease extension for the Vermont Air National Guard (VTANG), as some councilors have requested this information be available in one, easy-to-share document.

As an enterprise fund, revenues to the Airport from its various lease agreements do not have a direct impact on general fund revenues for the City. The Airport does have positive financial impacts on the City and Region in numerous other ways, separate from general revenue:

- The Airport is a major economic contributor for the region, in 2019 this was significantly studied and reported to the Council in 2020 by City Attorney Blackwood, she found that "under Burlington's governance and operational support, the Airport has continued to thrive, serving more than 1.3 million passengers in 2018 and contributing more than \$480,000,000 to the regional economy. From its initial 72 acres, it has increased in size to almost 942 acres. Including its current asset value, the Airport is estimated to have a value to the region of \$1.04 billion."ⁱ This was prior to the recent expansion of Beta Technologies.
- The Airport "does business" with the City of Burlington in many ways that contribute to general fund revenues such as remitting payment for services rendered, in this way the strong financial position of the airport is a benefit to the City, however, changing the terms of the VTANG lease to be fee-based would not create any new revenues for the general fund. Likewise, airport operations, including those that support VTANG, are not a burden on the general fund.

Changing the terms of the existing agreements with VTANG that currently obligate VTANG to provide fire service and aircraft rescue would have serious negative financial impacts on the Airport, particularly related

to our long-term capital plan and our annual operating budget. The immediate impacts of such a change include:

- Replacing the cost of fire service would represent an approximately 15% increase to our annual budget. To recover this revenue would put significant pressure on other fees and services including those charged to commercial airlines. This would jeopardize the Airport's ability to price competitively and retain key airlines and leaseholders.
- The capital needs for creating and operating fire service would be so significant that it would grind our current planned capital projects to a halt. Today, we have a 15 Year Capital program, approved by the Federal Aviation Administration (FAA). This program includes eligible vehicle purchases (i.e. Snow Removal Equipment), eligible buildings (i.e. New Terminal Requirements), and Rehabilitation or New Construction on aprons, taxiways, and Runways.
- The overall cost benefit of the fire rescue far outweighs what the Airport would receive for a fair fee for the ground lease and use of airport facilities.
- VTANG fire services provide mutual aid to ten cities and towns. Nearly 70% of all calls responded to by VTANG are away from the airport, this service would not be able to occur with an Airport Operated Department.

The land leased and occupied by VTANG is not compatible with housing, in part because:

- FAA regulations make it so that the barriers to changing this land use and the cost for doing so are so significant that it is not reasonable or responsible to consider doing so.
- The FAA requires aeronautical uses to remain when the demand at that airport is great. Being one of the busiest airport in number of operations in New England, there certainly is a high demand for hangar and apron space. The majority of the 280 acres the guard leases are direct aeronautical support areas that contain taxiways, ramps, hangars, and aeronautical support buildings along with the Fire Department.
- For more information, attached is a Memorandum created by the Airport's legal counsel related to our Federal obligations regarding aeronautical access to the airport. This letter outlines our Federal Aviation Administration requirements and our grant obligations pertaining to restricting aeronautical access, whether it's based on noise or carbon emissions. The summary of this letter details that the airport cannot restrict any aeronautical activity for the many reasons outlined.

The land that was acquired as part of the Noise Compatibility Program is also not compatible with building additional housing, there would be several serious consequences for attempting this, including:

- In compliance with Federal Aviation Regulations, specific to 14 CFR Part 150, using the land that was purchased with FAA funds not only would require payback to the FAA's noise program but also would require perpetual easements to maintain compatible land use which may restrict residential uses especially within the 70 DNL.
- It would challenge our relationship with the FAA supporting funding for the Noise program; if the Airport sponsor cannot comply or reverses the acquisition program, then the FAA would need to further analyze its commitment of federal funds for our future noise programs. This puts a significant burden on all our work on providing millions of dollars into upgrading the housing in this area at risk.

The Airport has a robust Noise Compatibility Program and is actively insulating eligible properties.

Information about the history of this program is available online:

- We have a completed [Noise Compatibility Program](#) (NCP) and [Implementation Plan](#) that are both approved by the FAA in 2020 and 2021 respectively. These documents are required to initiate and receive federal funding (from the FAA) to implement any sound insulation program or any program defined within the NCP.
- We also have an active [Noise Exposure Map](#) (NEM), (simplified map found [here](#)). This map determines what areas are initially eligible for any of our Noise Programs. This Noise Exposure Map is currently being updated with new radar information and operational data, in which the FAA has awarded us a new grant to complete this project and we are on [schedule](#) to publish the information this coming summer.
- Prior to publishing, we will be having many public meetings between now and the official publication, in fact, we've already held our [first public meeting recently](#), held on October 12 in which the Army and Air National Guard was actively engaged in the conversations. Once published and recorded in the Federal Register next summer, this map will become our official guidance on determining eligibility for any of the noise programs.

The Air National Guard, both through our Technical Advisory Committee for the NCP, NEM, and implementation plan has participated in every way to incorporate operational changes, providing vital data for input into the mapping process, and continues to advocate within our federal delegation and FAA for additional federal funds. As of now, the FAA has been the only appropriated funding source for Airport Noise Mitigation efforts, which has included:

- Our NCP, as approved by the FAA, allows eligible properties to participate in multiple programs (all defined in greater detail in the Implementation plan link above), including Sound Insulation. We are actively under construction of 15 houses and all 15 will be completed before this winter, here is a quick summary of the [projects](#) that was presented to our commission. We have also designed and bid an additional 52 properties, in which the construction will start in the early spring 2024.
- We have also already completed a few projects related to noise measurements and sound insulation. First, we have three noise monitors active in three communities; one in South Burlington, one in Winooski, and one in Williston. This can be located at btvsound.com, and a direct link here: <https://publicportal.vector-us.com/?airportCode=KBTV> This portal allows for almost live radar information and the average decibel levels from each aircraft event.
- The second completed project is a Positive Ventilation and Sound Insulation project for the Chamberlin Elementary School. We recently completed this project last year, this being the very first sound insulation project. This project consisted of major renovations to the School including new HVAC systems, new mechanical units, and inwall ventilation AC units. The existing window infrastructure of the school, while the windows remained closed, met all FAA standards for interior noise of educational facilities, however we advocated with the FAA and were able to install this new Air conditioning and ventilation so the school can keep windows closed to reduce interior noise while maintaining positive ventilation. This project was funded and approved by the FAA.
- Further, we are currently designing another approximately 50 houses and recently met with many interested homeowners for a Q&A session. This design will be completed by spring, and we will bid this portion out and apply for next year's grant which will incorporate the construction of these 50

properties.

- It is very likely that by winter of next year, we will have completed approximately 117 properties in South Burlington and Winooski.

We publish all of this [data](#) as frequently as possible. This is also our portal for members of the public to submit Noise Comments so that we can verify flight operations and work with any aircraft operator or the FAA Air Traffic Division to determine why an aircraft flew in a certain area. We also report the comments monthly to our airport commission; all of this information is on CivicClerk.

Office of Local Defense and Community Cooperation: While the FAA has been the only funding source throughout our program, the Department of Defense recently appropriated a new funding program for noise mitigation adjacent Air Guard/Reserve bases, which was written in large part by former Senator Leahy's Office with our help. This new funding program through the DOD's Office of Local Defense and Community Cooperation ([OLDCC](#)) has been appropriated for \$18.75 Million to support active noise insulation projects around the country, Burlington is in a small competitive pool to apply for the full \$18.75 Million. This funding however will not be available until next year. VTANG is actively advocating on our behalf to receive this funding, both through our federal delegation as well as the DOD. We continue to advocate with VTANG for additional DOD appropriations to this very important program through OLDCC.

If Leahy BTV were to receive the \$18.75 million, we could start design as early as spring with both FAA and DOD funds for an additional 170 properties. To your question on what a new noise grant could bring, especially through OLDCC, the above is a perfect example of offering the insulation program earlier for many more homeowners and tenants with this OLDCC opportunity.

Finally, as far as the support and commitment of the Airport and City to maintain a proper noise buffer area and our commitment to the community to invest in the neighborhoods that we are adjacent, we have implemented a [recreational path proposal](#) to encourage people to use this land as a multi-use recreational area. This program is very exciting and I've met with leadership of South Burlington, the Natural Resource board, Parks/Rec, and many community members for their thoughts and considerations of this proposal, with many folks very excited to see this move forward.

Thank you all for your consideration and your support in extending our lease with the Vermont Air National Guard.

Sincerely,



Nicolas Longo
Director of Aviation

Attachments:

Federal Obligations Regarding Aeronautical Access to the Airport, Kaplan, Kirsch, Rockwell LLP

Blackwood Memo re: Burlington International Airport and Regional Governance Questions:

[https://go.boarddocs.com/vt/burlingtonvt/Board.nsf/files/C3UN9G5755B3/\\$file/Airport%20Regionalization%20Memo%20-%201%201%202020.pdf](https://go.boarddocs.com/vt/burlingtonvt/Board.nsf/files/C3UN9G5755B3/$file/Airport%20Regionalization%20Memo%20-%201%201%202020.pdf)

MEMORANDUM

TO: Nic Longo, City of Burlington

FROM: KAPLAN KIRSCH & ROCKWELL LLP

DATE: August 30, 2023

SUBJECT: Federal Obligations Regarding Aeronautical Access to the Airport

This memorandum summarizes the City of Burlington's (the "City") authority to impose restrictions on aeronautical activity¹ and access as the owner, operator, and federally obligated sponsor of the Patrick Leahy Burlington International Airport (the "Airport").

We understand that stakeholders have raised questions concerning the City's authority to prohibit or restrict various types of aeronautical activities at the Airport, including F-35 operations conducted by the Vermont Air National Guard (VANG), private jets, aircraft below a certain fuel efficiency standard, and/or the use or sale of leaded aviation fuels. We also understand that stakeholders have inquired as to the City's authority to regulate the noise impact of aircraft using the Airport. So that this memorandum may be shared with all airport stakeholders, we have taken care to avoid disclosing any privileged or otherwise confidential information.

In brief, the City has virtually no authority to restrict aeronautical activities at the Airport, whether by prohibiting a particular type of aircraft, limiting access based on certain aircraft characteristics (including noise), limiting the availability of leaded aviation fuel, or through other measures.

Any restriction on aeronautical activities would face significant legal hurdles from a series of overlapping authorities. The United States Constitution and related principles broadly preempt the City's ability to regulate most aspects of aeronautical activities at the Airport. The narrow exemptions to those Constitutional limitations are further circumscribed by federal statute in a way that makes the City's imposition of access restrictions virtually impossible. The City's federal

¹ The FAA defines aeronautical activity as "[a]ny activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations." FAA Order 5190.6B, *FAA Airport Compliance Manual*, Change 2, at App'x Z (Dec. 9, 2022). Importantly for these purposes, "aeronautical activity" is not limited solely to the operation of aircraft and includes all aeronautical support functions (e.g., the provision of aviation fuel).

Grant Assurance obligations are an additional layer of legal authority that limits the City's ability to impose any restrictions.

If the City attempted to impose aeronautical access restrictions, it is very likely that the Federal Aviation Administration ("FAA") or aeronautical users of the Airport (or perhaps both) would commence an enforcement action against the City. An adverse finding in such an action could result in significant consequences for the City, including loss of eligibility for federal grants funds.

Constitutional Considerations

Several constitutional principles impose significant restrictions on the City's ability to regulate aeronautical operations in or around the Airport.

Access Restrictions Generally

First, state and local governments have no authority to regulate aircraft in flight.² Congress has vested the FAA with broad statutory authority to provide for the use and management of airspace and air traffic control.³ Under the Supremacy Clause of the U.S. Constitution, state or local laws that conflicts with federal law or address matters which Congress intended to be exclusively regulated by the FAA are invalid.⁴ Courts have routinely held that local governments cannot supplement FAA regulations by imposing restrictions on flight such as, for example, minimum flight altitudes or restricting flight over certain areas.⁵

The Commerce Clause of the U.S. Constitution reserves to Congress the power "[t]o regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes," which is collectively and more commonly referred to as "interstate commerce."⁶ Interpreting this Constitutional provision, courts have generally invalidated state or local laws which discriminate against or unduly burden interstate commerce.⁷ In that vein, the FAA is clear that a local aeronautical access restriction may be determined unconstitutional if it places an "undue burden" on interstate commerce.⁸ The FAA generally presumes that airport access restrictions have some effect on interstate commerce, and in determining whether there is an undue burden, considers the

² See, e.g., *City of Burbank v. Lockheed Air Terminal, Inc.*, 411 U.S. 624 (1973).

³ See 49 U.S.C. § 40103(a)(1) (providing that the federal government has "exclusive sovereignty" over the airspace of the United States).

⁴ See *Altria Group, Inc. v. Good*, 555 U.S. 70, 76 (2008); see also *Abdullah v. American Airlines, Inc.*, 181 F.3d 363 (3d Cir. 1999).

⁵ See, e.g., *Allegheny Airlines, Inc. v. Vill. of Cedarhurst*, 132 F. Supp. 871 (E.D.N.Y. 1955).

⁶ U.S. Const. art. 1, § 8, cl. 3.

⁷ See, e.g., *Pike v. Bruce Church, Inc.*, 397 U.S. 137 (1970).

⁸ Airport Compliance Manual, at § 13.15 (Dec. 9, 2022).

number of aircraft operations affected (both based and transient), the role and capacity of the airport in the national system, and the economic costs and benefits.⁹

While we have not conducted a comprehensive analysis of the Airport's role and capacity in the national system, it is likely that the FAA would find a restriction on aircraft operations (e.g., a ban on private jets) to be an "undue burden" on interstate commerce simply given the Airport's size, facilities, and location relative to other regional airports.

Noise-Based Restrictions – Proprietor's Exception and Limitations

With respect to noise, state and local governments possess limited authority to regulate *on-airport* aircraft operations when they act, as the City acts, as an airport proprietor – commonly referred to as the "proprietor's exception."¹⁰ Even the proprietor's exception, however, is circumscribed by the Equal Protection,¹¹ Due Process,¹² and Commerce Clauses¹³ of the U.S. Constitution. Under these standards, local governments may adopt such measures as curfews, noise limits, and similar restrictions, but they must be reasonable, nonarbitrary, and nondiscriminatory.¹⁴ As a practical matter, it is often complex and difficult to satisfy these standards and courts have invalidated restrictions on Constitutional grounds in the absence of local empirical evidence or where the restrictions are not narrowly targeted at a definable on-airport noise problem. The efficacy of the proprietor's exception was fundamentally altered by the enactment of the Airport Noise and Capacity Act of 1990 (discussed below).

Restriction on F-35 Operations – Intergovernmental Immunity

The City would face an additional Constitutional impediment to any restriction that purported to ban or limit F-35 operations at the Airport. An outgrowth of the Supremacy Clause, the intergovernmental immunity doctrine prohibits state or local laws that "either 'regulate the United States directly or discriminate against the Federal Government or those with whom it deals' (e.g., contractors)."¹⁵ A state or local law "discriminates against the Federal Government or its contractors if it singles them out for less favorable treatment or if it regulates them unfavorably on some basis related to their governmental status."¹⁶ In a recent case where the airport proprietor

⁹ *Id.* at § 13.15(b).

¹⁰ See 49 U.S.C. § 41713(b); *British Airways Bd. v. Port Auth. of N.Y. & N.J.*, 558 F.2d 75, 83 (2d Cir. 1977).

¹¹ U.S. Const. amend. XIV, § 1, cl. 4.

¹² U.S. Const. amend. XIV, § 1, cl. 3.

¹³ U.S. Const. art. 1, § 8, cl. 3.

¹⁴ *British Airways Bd. v. Port Auth. of N.Y. & N.J.*, 558 F.2d 75, 84 (2d Cir. 1977).

¹⁵ *United States v. Washington*, 42 S. Ct. 1976, 1984 (2022) (quoting *North Dakota v. United States*, 495 U.S. 423, 435 (1990)).

¹⁶ *Id.*

attempted to restrict flights conducted by contractors operating on behalf of Immigration and Customs Enforcement, a federal court invalidated the restriction, in part on the grounds that it violated the intergovernmental immunity doctrine.¹⁷ If the City made a similar attempt to regulate F-35 operations at the Airport, it would potentially also run afoul of this doctrine.

Federal Statutes

Federal statutes such as the Airline Deregulation Act (“ADA”), the Airport Noise and Capacity Act of 1990 (“ANCA”), and the Clean Air Act also limit the imposition of and provide a basis for challenges to access or use restrictions at an airport.

First, the ADA expressly preempts any local law or regulation that relates to the prices, routes, or services of an air carrier, with limited exceptions where governments act within their proprietary authority under the Constitutional principles discussed above.¹⁸ The ADA could preempt a local regulation restricting the type of aircraft that may be operated at the Airport and would likely be the subject of a challenge from airlines.¹⁹

Second, ANCA and its implementing regulations impose significant restrictions on the ability of airport proprietors to adopt operational and access restrictions.²⁰ Before the enactment of ANCA in 1990, airports were able to impose restrictions on aircraft operations under the proprietor’s exception and subject to the Constitutional principles discussed above. Since ANCA’s enactment, however, local restrictions on airport operations are virtually impossible to enact. ANCA requires any restriction that limits or prohibits operations by all current generation jet aircraft, whether imposed by contract, ordinance, or directive, be reviewed and approved by the FAA to ensure, among other things, they are reasonable, nonarbitrary, nondiscriminatory, and do not unduly

¹⁷ *United States v. King Cnty.*, Case No. 2:20-cv-00203, 2023 U.S. Dist. LEXIS 55523, at *30 (W.D. Wash. Mar. 30, 2023), *appeal pending*.

¹⁸ 49 U.S.C. § 41713(b)(4)(a); *see also American Airlines v. DOT*, 202 F.3d 788, 806 (5th Cir. 2000). In this context, the definition of “air carrier” is “a citizen of the United States undertaking by any means, directly or indirectly, to provide air transportation.” *Id.* § 40102(a)(2). “Air transportation” is further defined, as relevant here, as “the [interstate] transportation of passengers or property by aircraft as a common carrier for compensation, or the transportation of mail by aircraft.” *Id.* §§ 40102(a)(5), (25). In practice, the “air carriers” generally involved in ADA issues are commercial airlines and their industry groups.

¹⁹ Airlines are often aggressively litigious in asserting that various local regulations are preempted under the ADA, even when the regulation is not specifically targeted at airlines or aircraft operations. For example, in one recent case, the United States District Court for the District of Massachusetts interpreted the ADA broadly in holding that it preempts the Massachusetts Earned Sick Time Law (MESTL) with respect to airlines’ in-flight and ground employees. *Air Transp. Ass’n of Am., Inc. v. Campbell*, 2023 U.S. Dist. LEXIS 96216 (D. Mass. June 2, 2023). Other courts have reached differing conclusions on similar issues. Regardless of the outcome, airlines regularly take an aggressive position on ADA issues, and a regulation that expressly addresses aircraft operations would be a potential target for litigation.

²⁰ *See generally* 14 C.F.R. Part 161.

burden the national aviation system.²¹ ANCA also requires FAA approval for measures which are designed to indirectly affect noise in the airport environment, such as airport-use charges applicable to particular types of operations.²² In the 33 years since ANCA's enactment, FAA has *never* approved a proposed restriction and, as a matter of policy, has demonstrated an unwillingness to do so. Noise-based restrictions are particularly complex and face a myriad of regulatory obstacles and procedures.²³ ANCA applies to all airport proprietors, even those that are not grant-obligated,²⁴ but the failure to comply with ANCA in adopting a noise or access restriction is categorically a violation of a sponsor's Grant Assurances (discussed in more detail below).²⁵

Third, under the Clean Air Act, the FAA has exclusive jurisdiction to set certification standards for aircraft and aircraft fuel,²⁶ and local governments are expressly prohibited from “adopt[ing] or attempt[ing] to enforce any standard respecting emissions of any air pollutant from any aircraft or engine.”²⁷ The FAA would likely take the position that any City action to indirectly regulate aircraft fuel efficiency or limit aircraft fuels at the Airport improperly infringes on the FAA's exclusive jurisdiction in that arena.

Federal Grant Assurance Obligations

General Disfavor of Access Restrictions

The City operates the Airport subject to the terms of a series of grant agreements with the FAA, entered into under the Airport Improvement Program (“AIP”) for the development of the Airport. These terms – commonly referred to as “Grant Assurances” – establish a comprehensive set of

²¹ 49 U.S.C. § 47524; 14 C.F.R. § 161.305(e)(2) (providing a detailed list of the “essential elements needed to provide substantial evidence supporting each condition for [FAA] approval”). We note that a noise-based restriction which was set at a level that *only* applied to military aircraft like the F-35s may not be subject to ANCA because it would hypothetically not be applicable to Stage 2 or Stage 3 civil jet aircraft. See 14 C.F.R. § 161.3(a) (stating ANCA's applicability to airports imposing restrictions on Stage 2 or Stage 3 aircraft). Such a restriction would, however, still be subject to other legal impediments discussed in this memorandum.

²² 14 C.F.R. § 161.5 (defining “noise or access restrictions”).

²³ See, e.g., *Friends of East Hampton Airport v. Town of East Hampton*, 841 F.3d 133 (2d Cir. 2016) (finding curfews and other restrictions on loud helicopters and aircraft preempted under federal law); see also *City and Cty. of San Francisco v. FAA*, 942 F.2d 1391 (9th Cir. 1991) (rejecting a ban on a particular aircraft type as unjustly discriminatory under the Grant Assurances).

²⁴ See *East Hampton*, 841 F.3d 133.

²⁵ *Forman v. Palm Beach Cnty.*, FAA Docket No. 16-17-13, Final Agency Decision (Jan. 13, 2021), petition for review denied by *Palm Beach Cnty. v. FAA*, 53 F.4th 1318 (11th Cir. Nov. 18, 2022).

²⁶ See 42 U.S.C. § 7572(a) (granting the Secretary of Transportation the authority to promulgate regulations to insure compliance with aircraft emissions standards set by the EPA under the Clean Air Act); 49 C.F.R. § 1.83(c) (delegating authority from DOT to FAA for certain Clean Air Act functions).

²⁷ 42 U.S.C. § 7573.

conditions under which the City must operate the Airport.²⁸ Upon acceptance of AIP grants, the City is legally bound to comply with the Grant Assurances as the “sponsor” of the Airport.²⁹ The Grant Assurances place significant limitations on an airport sponsor’s ability to deny or restrict aeronautical access to the Airport. Further, the FAA strongly opposes the adoption of aeronautical access and use restrictions at Airports and exercises its oversight authority accordingly.

The Grant Assurances require the Airport be “available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities.”³⁰ An aeronautical activity is defined as “[a]ny activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.”³¹

A ban or restriction on any type of aircraft, including those of a certain size, fuel efficiency, or ownership status is facially discriminatory; it would exclude some aircraft while permitting others to use the Airport. Such a restriction is permissible only if it is “reasonable and not unjustly discriminatory,” in compliance with the Grant Assurances.³²

Limited Authority to Impose Safety-Based Restrictions

There are extremely narrow circumstances where a ban on certain aircraft *could* be “reasonable and not unjustly discriminatory,” but generally only if the restricted aircraft type cannot be safely accommodated at the airport. This concept is reflected in the language of the Grant Assurances, which allow the City to “prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is *reasonable and necessary* for the safe operation of the airport or necessary to serve the civil aviation needs of the public.”³³ However, such restrictions “must be adequately justified and supported” and, “in all cases, the FAA is the final arbiter regarding aviation safety and will make the determination regarding the reasonableness of the sponsor’s proposed measures that restrict, limit, or deny access to the airport.”³⁴

²⁸ A complete list of the Grant Assurances is available at: https://www.faa.gov/airports/aip/grant_assurances/.

²⁹ See 49 U.S.C. § 47102(26).

³⁰ Grant Assurances, at ¶ 22(a).

³¹ Airport Compliance Manual, at App’x Z.

³² See, e.g., *In re Compliance with Federal Obligations by the City of Santa Monica, California*, FAA Docket No. 16-02-08, Director’s Determination at 32 (May 27, 2008) (“*Santa Monica*”), petition for review denied by *City of Santa Monica v. FAA*, 631 F.3d 550 (D.C. Cir. 2011) (where plain language of ordinance prohibits landing and takeoff of certain aircraft, analysis surrounds whether the ordinance is reasonable and not unjustly discriminatory).

³³ Grant Assurances, at ¶ 22(i) (emphasis added).

³⁴ Airport Compliance Manual, at § 14.3.

The FAA will look to whether a less restrictive means is available to accommodate an aeronautical activity than a complete ban or limitation.³⁵ In past cases concerning access restrictions, the FAA has required that any restriction “imposed by the airport owner in the interest of safety or efficiency require[s] concurrence and supporting justification from the appropriate FAA Flight Standards and/or Air Traffic representatives.”³⁶

The FAA will very rarely support a complete prohibition of aeronautical access by a particular type or category of operator. Indeed, the FAA has determined that “a complete prohibition on all aeronautical operations of one type, such as ultralights, gliders, parachute jumping, balloon and airship operations, acrobatic flying, or banner towing should be approved only if *the FAA* concludes that such operations cannot be mixed with other traffic without an *unacceptable* impact on safety or the efficiency and utility of the airport.”³⁷

Additionally, in accordance with the Grant Assurances, the Airport may not grant an exclusive right to any user to provide or conduct any aeronautical activity at the Airport.³⁸ An exclusive right can be conferred not only by express agreement, but also “by the imposition of unreasonable standards or requirements, or by any other means.”³⁹ The FAA has found that restricting certain types of aeronautical operations or classes of users without an FAA-approved justification constitutes the granting of an exclusive right to other users who are allowed to access the Airport.⁴⁰

Examples of FAA Scrutiny of Restrictions

There are numerous cases where the FAA has found that restrictions banning types of aircraft are impermissible, even where they were ostensibly based on aeronautical safety concerns. For example, in *In the Matter of Compliance with Federal Obligations by the City of Santa Monica*, the City of Santa Monica adopted an ordinance that would ban all Category C and D aircraft from the airport, due to concerns with the potential for runway overruns at the Santa Monica Airport and noise mitigation.⁴¹ However, the FAA found that Category C and D aircraft could safely

³⁵ *Aircraft Owners and Pilots Ass’n v. City of Pompano Beach*, FAA Docket No. 16-04-01, Director’s Determination, at 11 (Dec. 15, 2005).

³⁶ *Id.* at 25.

³⁷ Airport Compliance Manual, at § 14.7 (emphasis added).

³⁸ Grant Assurances, at ¶ 23.

³⁹ *Santa Monica*, *supra* note 32, at 15.

⁴⁰ *Id.* at 52 – 55 (finding that City ordinance restricting Class C and D aircraft improperly conferred an exclusive right on Category A and Category B aircraft); *see also Kurtz v. City of Casa Grande*, FAA Docket No. 16-16-01, Final Agency Decision (Nov. 19, 2018) (affirming Director’s Determination and finding that sponsor violated Grant Assurances 22 and 23 by improperly prohibiting skydiving because the proposed operations could be safely accommodated with certain mitigation measures); *William Dean Bardin d/b/a Ultralight of Sacramento v. County of Sacramento, California*, FAA Docket No. 16-00-11 (August 9, 2001) (finding ban of ultralights created exclusive right for certain airport users).

⁴¹ *Santa Monica*, *supra* note 32.

operate at the airport (and had been doing so for years) and that the restriction was therefore a violation of the Grant Assurances. In another case, *Forman v. Palm Beach County*, the FAA found that a sponsor's restriction on jet aircraft was unreasonable and violated the Grant Assurances, even though the sponsor advanced safety concerns related to airspace and runway capacity.⁴²

The FAA would almost certainly find that a ban on certain types of aircraft based on ownership status or fuel efficiency is unjustly discriminatory and violates the Grant Assurances. Regardless of any other environmental or public health impacts, the ownership status or fuel efficiency of certain aircraft has no bearing on aeronautical safety and efficiency at the Airport. Such a restriction could not be justified under the Grant Assurances, particularly where those aircraft have been safely operating at the Airport for some time, as was the case in *Santa Monica*.

Another example of a restriction that has faced scrutiny from the FAA and aeronautical users is Santa Clara County's (CA) recent efforts to limit leaded Avgas at its airports.⁴³ The County prohibited fixed-base operators from *selling* leaded Avgas at its airports but did not prohibit the use of leaded Avgas by individual aircraft owners or for self-fueling. Shortly thereafter, the FAA initiated an investigation alleging that the County's actions violated the Grant Assurances, as well as the Commerce Clause of the United States Constitution and the Clean Air Act. That investigation is currently held in abeyance because the FAA and the County entered a memorandum of understanding while the FAA proceeds with research and potential implementation of a national unleaded standard.⁴⁴ At the same time, the Aircraft Owners and Pilots Association (AOPA) filed a separate complaint against the County with the FAA, alleging many of the same claims the FAA itself raised. That complaint remains active and pending.

If the City were to take similar actions to limit the availability of leaded Avgas at the Airport, or to impose fuel efficiency standards on aircraft using the Airport, it could face similar complaints and investigations from the FAA, interest groups, or individual aircraft owners/operators. In the context of those inquiries or complaints, the FAA would likely review and determine whether the restriction was preempted by federal law and/or violated the Grant Assurances.

Noise-Based Restrictions

Although all airport access restrictions are subject to the above analysis, the FAA has also developed a robust body of policy and administrative case law applying the public use obligation to proposals to adopt noise-based access restrictions at any airport receiving federal grant

⁴² *Forman*, *supra* note 25. In *Forman*, the FAA also found that the sponsor's noncompliance with ANCA was evidence that the restriction violated Grant Assurances.

⁴³ See T. Nguyen, San Jose Spotlight, *FAA pauses investigation of Santa Clara County leaded fuel ban* (Feb. 9, 2023), <https://sanjosespotlight.com/faa-pauses-investigation-of-santa-clara-county-leaded-aviation-airplane-fuel-ban/>

⁴⁴ See FAA, Aviation Gasoline, <https://www.faa.gov/about/initiatives/avgas>

funding.⁴⁵ In general, the FAA requires that a restriction be effective in addressing an actual “non-compatible land use” problem (*i.e.*, the restriction would mitigate exposure to an *objectively* unacceptable level of aircraft noise), and that the restriction not be any more restrictive than is necessary.⁴⁶ FAA also requires that airport proprietors consider local and federal interests, and adopt restrictions only as a last resort.⁴⁷

Under the FAA’s policies, to demonstrate the above criteria to the FAA’s satisfaction, the City would be required to undertake a formal noise compatibility study and to prepare extensive documentation of the sources, extent, and impact of aircraft noise.⁴⁸ The FAA-funded Part 150 Noise Compatibility Program process satisfies this obligation. However, even where this data has been assembled, it is questionable whether the FAA would approve a restriction – in general, flight restriction measures are acceptable to the agency only as a last resort to remedy a noise compatibility problem.⁴⁹ The FAA has only very rarely found any restriction to meet these standards and has never done so post-ANCA.

Furthermore, FAA typically requires that the municipality has first imposed land use restrictions which prohibit incompatible land uses (e.g., residential) in the areas where a restriction would be designed to benefit. In the absence of effective zoning controls, FAA will not even consider a restriction on operations.

The City could not lawfully impose noise-related restrictions in the absence of a study and without FAA approval. Furthermore, in the absence of local empirical evidence to support an access restriction, the City would also be unable to adequately defend the restriction if it were challenged by an aircraft operator.

Restrictions on Military Operations

Finally, the Grant Assurances provide that the City must “make available all of the facilities of the [Airport] . . . and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times.”⁵⁰ A court recently interpreted a similar provision in a historic surplus property deed to mean that the airport proprietor could not

⁴⁵ Airport Compliance Manual, at ch. 13–14. Note that compliance with the Grant Assurances and the FAA’s policies are considerations *in addition* to the requirements imposed by the Constitution and ANCA, though they overlap in many practical respects. *See id.* § 13.13 (stating that consistent with the Grant Assurances, “airport sponsors are prohibited from unjustly discriminating among airport users when implementing a noise-based restriction”).

⁴⁶ *Id.* § 13.8; *see also, Pompano Beach, supra* note 35, at 33.

⁴⁷ *Id.*

⁴⁸ Airport Compliance Manual, at § 13.8.

⁴⁹ *Id.*

⁵⁰ Grant Assurances, at ¶27. The City may, however, collect compensation if the use of Airport is “substantial.” *Id.*

prohibit flights operated by contractors for the United States government.⁵¹ This is an additional and specific Grant Assurance limitation on the City's authority to restrict the F-35 operations.⁵²

Potential Consequences

There are potentially serious consequences for restricting aeronautical access to the Airport. An aggrieved aircraft operator or interest group, in addition to potentially pursuing litigation in state or federal court, may file an informal complaint under 14 C.F.R. Part 13 or formal complaint under 14 C.F.R. Part 16 with the FAA.⁵³ The FAA can also initiate its own investigations or formal proceedings pursuant to the provisions of 14 C.F.R. Part 16 and issue administrative cease and desist orders.⁵⁴ These proceedings can ultimately lead to the termination of an airport sponsor's eligibility for further AIP funding if the non-compliant condition is not corrected.⁵⁵ In certain situations, violations could also subject the City to an obligation to repay the millions of dollars in AIP grants it has already received.

In short, the City has very limited authority to restrict or limit aeronautical use of and access to the Airport, and there can be very serious consequences for noncompliance with the federal obligations discussed above. Any such restriction would need to be closely coordinated with the FAA and would require a more nuanced analysis of the above-discussed issues. We are happy to assist the City in evaluating any specific concern that may arise.

⁵¹ See *King Cnty.*, *supra* note 17.

⁵² We understand that the City may have agreements with VANG or the United States Air Force related to operations at the Airport. We have not reviewed any such agreements and thus are not aware whether there may be additional contractual restrictions on the City's authority to limit F-35 operations.

⁵³ Anyone who is "directly and substantially affected" by a violation of the Grant Assurances has standing to file a Part 16 complaint. 14 C.F.R. § 16.23(a). A Part 13 informal complaint may be filed by anyone. *Id.* § 13.1.

⁵⁴ *Id.* § 16.109(a).

⁵⁵ *Id.* §§ 16.109(c) – (e).

Lori Olberg

From: Gene Bergman
Sent: Monday, October 23, 2023 11:12 AM
To: Karen Paul; Lori Olberg
Subject: Motion re the request to the VT Congressional Delegation

Karen and Lori:

Consistent with my immediately previous email, below is the motion on the council request to the congressional delegation:

- **Motion re request to the VT Congressional Delegation: I move that “The City Council of the city of Burlington requests that Vermont’s delegation request that the Secretary of USAF replace the current flying mission of the VTANG, the F35s, with another mission, flying or non-flying, that does not cause the harm that the F35s are causing, including both noise and GHG emissions, and is one that is more compatible with the communities which host the VTANG or are most impacted by its F35 mission.”**

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Lori Olberg

From: Gene Bergman
Sent: Monday, October 23, 2023 12:40 PM
To: Lori Olberg; Karen Paul
Cc: Benjamin Traverse
Subject: MOU motion

Lori and Karen,

Here is my motion on the MOU for posting:

- **I move to amend the motion on the MOU to “not approve and authorize its execution but to request the Mayor renegotiate based on the following changes:**
 1. Change section 5.7 the term from at-will to language to the effect of:

“This MOU shall remain in effect for the duration of the VTANG land lease between the City of Burlington and the United States of America, unless by mutual agree of the Parties, this MOU is mutually terminated, amended, or superseded in its entirety by a subsequent agreement.”
 2. Provide a list, as an attachment, of the projects referred to in section 1.5 with the description and cost of each project, the estimated reduction in GHG emissions and a summary of the reasoning behind the estimate per project, and the desired timeline for each project’s construction
 3. Delete 1.8 given the great public opposition throughout the municipalities affected by the extreme noise
 4. Require more detail in an attachment on the immediate plans to reduce noise to clarify the provision in section 3.1.4
 5. Require more detail in an attachment on section 3.1.3 on the simulator and technological solutions to reduce emissions and noise
 6. Require more detail in an attachment on section 3.1.5 and 3.1.6 on takeoff and recovery to reduce emissions and noise
 7. Add to section 3.1.8 the reporting to the City Council
 8. Add a new section confirming or committing to the discontinuation of the use of PFAS chemicals in firefighting
 9. Ensure that the emissions report referenced in section 3.1.9 includes counting all emissions, including aviation emissions inclusive of any emissions above 3,000 AGL on the emissions reports.”

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Resolution Relating to

MAINTAINING OPEN AND ACCESSIBLE
NEIGHBORHOOD PLANNING ASSEMBLIES

RESOLUTION _____

Sponsor(s): Councilor Traverse
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

Resolved by the City Council of the City of Burlington, as follows:

That, WHEREAS, by resolution enacted more than forty years ago, the City of Burlington established
Neighborhood Planning Assemblies (“NPAs”) in each ward; and
WHEREAS, the resolution provided that NPAs shall be “open and accessible” to all residents; and
WHEREAS, to support the goals of the NPAs, the resolution provided that each NPA shall elect
officers, develop bylaws, and establish meeting operating procedures; and
WHEREAS, each NPA has since acted to independently develop its own bylaws and meeting
operating procedures, resulting in inconsistencies between each NPA’s governing documents and, in some
cases, governing documents that lack the elements necessary to maintain the goal of being “open and
accessible” to all; and
WHEREAS, the resolution tasked all city staff personnel to cooperate in the implementation of NPAs;
and
NOW, THEREFORE, BE IT RESOLVED THAT, on or by January 31, 2024, or as soon as practicable
thereafter, the NPAs will work to adopt new bylaws and meeting procedures as necessary to consistently
include the following minimum elements:

- Non-discrimination. A non-discrimination statement, providing that each NPA will promote
and work to sustain an open and accessible environment, and shall not harass or discriminate
against any individual because of gender, gender identity or expression, sex, sexual orientation,
race, color, religion, national origin, ancestry, place of birth, pregnancy, age, disability, or any
other characteristic protected by law.
- Election and Removal of Officers. A clear process by which each NPA’s membership may
elect and remove their NPA officers, and fill any vacancy.
- Open Meeting Law. A statement committing the NPA to comply with all applicable public
meeting requirements.

- 24 4. Conflict of Interest. To further support the fair review of matters without prejudice or bias, a
25 conflict of interest policy requiring that NPA members disclose any conflict of interest prior to
26 voting on or taking action with respect to any related agenda item; and

27 BE IT FURTHER RESOLVED THAT, the City Attorney's Office and any other designee(s) of the
28 Mayor, in consultation with the NPAs individually or collectively as "All Wards," shall support each NPA in
29 developing and implementing new bylaws and meeting procedures consistent with this resolution; and

30 BE IT FURTHER RESOLVED THAT, on or by January 31, 2024, or as soon as practicable thereafter,
31 the Racial Equity, Inclusion, & Belonging ("REIB") Office and any other designee(s) of the Mayor, in
32 consultation with the City Attorney's Office, the Community & Economic Development Office ("CEDO"),
33 and the NPAs individually or collectively as "All Wards," shall establish a consistent dispute resolution
34 process to resolve any complaint filed by a NPA member alleging a violation of their NPA's bylaws or
35 meeting procedures; and

36 BE IT FURTHER RESOLVED THAT, on or by January 31, 2024, or as soon as practicable thereafter,
37 the REIB Office and any other designee(s) of the Mayor, in consultation with the NPAs individually or
38 collectively as "All Wards," shall report to the City Council's REIB Committee with recommendations on
39 bias, diversity, equity, and inclusion training for NPA officers and members of the City's various boards or
40 commissions.

Resolution Relating to

MAINTAINING OPEN AND ACCESSIBLE
NEIGHBORHOOD PLANNING ASSEMBLIES

RESOLUTION _____

Sponsor(s): Councilor Traverse

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

Resolved by the City Council of the City of Burlington, as follows:

That, WHEREAS, by resolution enacted more than forty years ago, the City of Burlington established Neighborhood Planning Assemblies (“NPAs”) in each ward; and

WHEREAS, the resolution provided that NPAs shall be “open and accessible” to all residents; and

WHEREAS, to support the goals of the NPAs, the resolution provided that each NPA shall elect officers, develop bylaws, and establish meeting operating procedures; and

WHEREAS, each NPA has since acted to independently develop its own bylaws and meeting operating procedures, resulting in inconsistencies between each NPA’s governing documents and, in some cases, governing documents that lack the elements necessary to maintain the goal of being “open and accessible” to all; and

WHEREAS, the resolution tasked all city staff personnel to cooperate in the implementation of NPAs; and

NOW, THEREFORE, BE IT RESOLVED THAT, on or by ~~December~~ January 31, 2024~~3~~, or as soon as practicable thereafter, ~~the each~~ NPAs will ~~ask its voting membership to work to~~ adopt new bylaws and meeting procedures as necessary to consistently include the following minimum elements:

1. Non-discrimination. A non-discrimination statement, providing that each NPA will promote and work to sustain an open and accessible environment, and shall not harass or discriminate against any individual because of gender, gender identity or expression, sex, sexual orientation, race, color, religion, national origin, ancestry, place of birth, pregnancy, age, disability, or any other characteristic protected by law.
2. Election and Removal of Officers. A clear process by which each NPA’s membership may elect and remove their NPA officers, and fill any vacancy.
3. Open Meeting Law. A statement committing the NPA to comply with all applicable public meeting requirements.

- 24 4. Conflict of Interest. To further support the fair review of matters without prejudice or bias, a
25 conflict of interest policy requiring that NPA members disclose any conflict of interest prior to
26 voting on or taking action with respect to any related agenda item; and

27 BE IT FURTHER RESOLVED THAT, the City Attorney's Office and any other designee(s) of the
28 Mayor, in consultation with the NPAs individually or collectively as "All Wards," shall support each NPA in
29 developing and implementing new bylaws and meeting procedures consistent with this resolution; and

30 BE IT FURTHER RESOLVED THAT, on or by January 31, 2024, or as soon as practicable thereafter,
31 the Racial Equity, Inclusion, & Belonging ("REIB") Office and any other designee(s) of the Mayor, in
32 consultation with the City Attorney's Office, the Community & Economic Development Office ("CEDO"),
33 and the NPAs individually or collectively as "All Wards," shall establish a consistent dispute resolution
34 process ~~by which a City-designated mediator will work~~ to resolve any complaint filed by a NPA member
35 alleging a violation of their NPA's bylaws or meeting procedures; and

36 BE IT FURTHER RESOLVED THAT, on or by January 31, 2024, or as soon as practicable thereafter,
37 the REIB Office and any other designee(s) of the Mayor, in consultation with the NPAs individually or
38 collectively as "All Wards," shall report to the City Council's REIB Committee with recommendations on
39 bias, diversity, equity, and inclusion training for NPA officers and members of the City's various boards or
40 commissions.

Resolution Relating to

MAINTAINING OPEN AND ACCESSIBLE
NEIGHBORHOOD PLANNING ASSEMBLIES

RESOLUTION_____

Sponsor(s): Councilors Traverse,
Barlow, Carpenter, Dieng, Grant,
Doherty, Bergman, and King

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, by resolution enacted more than forty years ago, the City of Burlington established
2 Neighborhood Planning Assemblies (“NPAs”) in each ward; and
3 WHEREAS, the resolution provided that NPAs shall be “open and accessible” to all residents; and
4 WHEREAS, to support the goals of the NPAs, the resolution provided that each NPA shall elect
5 officers, develop bylaws, and establish meeting operating procedures; and
6 WHEREAS, each NPA has since acted to independently develop its own bylaws and meeting
7 operating procedures, resulting in inconsistencies between each NPA’s governing documents and, in some
8 cases, governing documents that lack the elements necessary to maintain the goal of being “open and
9 accessible” to all; and
10 WHEREAS, the resolution tasked all city staff personnel to cooperate in the implementation of NPAs;
11 NOW, THEREFORE, BE IT RESOLVED that on or by December 31, 2023, or as soon as practicable
12 thereafter, each NPA will ask its voting membership to adopt new bylaws and meeting procedures as
13 necessary to include the following minimum elements:
14 1. Non-discrimination. A non-discrimination statement, providing that each NPA will promote
15 and work to sustain an open and accessible environment, and shall not harass or discriminate
16 against any individual because of gender, gender identity or expression, sex, sexual orientation,
17 race, color, religion, national origin, ancestry, place of birth, pregnancy, age, disability, or any
18 other characteristic protected by law.
19 2. Election and Removal of Officers. A clear process by which each NPA’s membership may
20 elect and remove their NPA officers, and fill any vacancy.
21 3. Open Meeting Law. A statement committing the NPA to comply with all applicable public
22 meeting requirements.

- 23 4. Conflict of Interest. To further support the fair review of matters without prejudice or bias, a
24 conflict of interest policy requiring that NPA members disclose any conflict of interest prior to
25 voting on or taking action with respect to any related agenda item; and

26 BE IT FURTHER RESOLVED that the City Attorney’s Office and any other designee(s) of the Mayor
27 shall support each NPA in developing and implementing new bylaws and meeting procedures consistent with
28 this resolution; and

29 BE IT FURTHER RESOLVED that on or by January 31, 2024, or as soon as practicable thereafter, the
30 Racial Equity, Inclusion, & Belonging (“REIB”) Office and any other designee(s) of the Mayor shall establish
31 a dispute resolution process by which a City-designated mediator will work to resolve any complaint filed by a
32 NPA member alleging a violation of their NPA’s bylaws or meeting procedures; and

33 BE IT FURTHER RESOLVED that on or by January 31, 2024, or as soon as practicable thereafter, the
34 REIB Office and any other designee(s) of the Mayor shall report to the City Council’s REIB Committee with
35 recommendations on bias, diversity, equity, and inclusion training for NPA officers and members of the City’s
36 various boards or commissions.

37
38 BT/JP/Resolutions 2023/*Maintaining Open and Accessible Neighborhood Planning Assemblies*
39 October 23, 2023

Resolution Relating to

MAINTAINING OPEN AND ACCESSIBLE
NEIGHBORHOOD PLANNING ASSEMBLIES

RESOLUTION_____

Sponsor(s): Councilors Traverse,
Barlow, Carpenter, Dieng, and Grant
Introduced: _____
Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, by resolution enacted more than forty years ago, the City of Burlington established
2 Neighborhood Planning Assemblies (“NPAs”) in each ward; and
- 3 WHEREAS, the resolution provided that NPAs shall be “open and accessible” to all residents; and
4 WHEREAS, to support the goals of the NPAs, the resolution provided that each NPA shall elect
5 officers, develop bylaws, and establish meeting operating procedures; and
- 6 WHEREAS, each NPA has since acted to independently develop its own bylaws and meeting
7 operating procedures, resulting in inconsistencies between each NPA’s governing documents and, in some
8 cases, governing documents that lack the elements necessary to maintain the goal of being “open and
9 accessible” to all; and
- 10 WHEREAS, the resolution tasked all city staff personnel to cooperate in the implementation of NPAs;
11 NOW, THEREFORE, BE IT RESOLVED that on or by December 31, 2023, or as soon as practicable
12 thereafter, each NPA will ask its voting membership to adopt new bylaws and meeting procedures as
13 necessary to include the following minimum elements:
- 14 1. Non-discrimination. A non-discrimination statement, providing that each NPA will promote
15 and work to sustain an open and accessible environment, and shall not harass or discriminate
16 against any individual because of gender, gender identity or expression, sex, sexual orientation,
17 race, color, religion, national origin, ancestry, place of birth, pregnancy, age, disability, or any
18 other characteristic protected by law.
- 19 2. Election and Removal of Officers. A clear process by which each NPA’s membership may
20 elect and remove their NPA officers, and fill any vacancy.
- 21 3. Open Meeting Law. A statement committing the NPA to comply with all applicable public
22 meeting requirements.
- 23 4. Conflict of Interest. To further support the fair review of matters without prejudice or bias, a
24 conflict of interest policy requiring that NPA members disclose any conflict of interest prior to
25 voting on or taking action with respect to any related agenda item; and

26 BE IT FURTHER RESOLVED that the City Attorney’s Office and any other designee(s) of the Mayor
27 shall support each NPA in developing and implementing new bylaws and meeting procedures consistent with
28 this resolution; and

29 BE IT FURTHER RESOLVED that on or by January 31, 2024, or as soon as practicable thereafter, the
30 Racial Equity, Inclusion, & Belonging (“REIB”) Office and any other designee(s) of the Mayor shall establish
31 a dispute resolution process by which a City-designated mediator will work to resolve any complaint filed by a
32 NPA member alleging a violation of their NPA’s bylaws or meeting procedures; and

33 BE IT FURTHER RESOLVED that on or by January 31, 2024, or as soon as practicable thereafter, the
34 REIB Office and any other designee(s) of the Mayor shall report to the City Council’s REIB Committee with
35 recommendations on bias, diversity, equity, and inclusion training for NPA officers and members of the City’s
36 various boards or commissions.

37

38 BT/JP/Resolutions 2023/*Maintaining Open and Accessible Neighborhood Planning Assemblies*

39 October 23, 2023

Resolution Relating to

MAINTAINING OPEN AND ACCESSIBLE
NEIGHBORHOOD PLANNING ASSEMBLIES

RESOLUTION 8.9

Sponsor(s): City Council

Introduced: 10/23/23

Referred to:

Action: adopted

Date: 10/23/23

Signed by Mayor: 10/30/23

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, by resolution enacted more than forty years ago, the City of Burlington established
2 Neighborhood Planning Assemblies (“NPAs”) in each ward; and

3 WHEREAS, the resolution provided that NPAs shall be “open and accessible” to all residents; and

4 WHEREAS, to support the goals of the NPAs, the resolution provided that each NPA shall elect
5 officers, develop bylaws, and establish meeting operating procedures; and

6 WHEREAS, each NPA has since acted to independently develop its own bylaws and meeting
7 operating procedures, resulting in inconsistencies between each NPA’s governing documents and, in some
8 cases, governing documents that lack the elements necessary to maintain the goal of being “open and
9 accessible” to all; and

10 WHEREAS, the resolution tasked all city staff personnel to cooperate in the implementation of NPAs;

11 NOW, THEREFORE, BE IT RESOLVED that on or by January 31, 2024, or as soon as practicable
12 thereafter, the NPAs will work to adopt new bylaws and meeting procedures as necessary to consistently
13 include the following minimum elements:

- 14 1. Non-discrimination. A non-discrimination statement, providing that each NPA will promote
15 and work to sustain an open and accessible environment, and shall not harass or discriminate
16 against any individual because of gender, gender identity or expression, sex, sexual orientation,
17 race, color, religion, national origin, ancestry, place of birth, pregnancy, age, disability, or any
18 other characteristic protected by law.
- 19 2. Election and Removal of Officers. A clear process by which each NPA’s membership may
20 elect and remove their NPA officers, and fill any vacancy.
- 21 3. Open Meeting Law. A statement committing the NPA to comply with all applicable public
22 meeting requirements.
- 23 4. Conflict of Interest. To further support the fair review of matters without prejudice or bias, a
24 conflict of interest policy requiring that NPA members disclose any conflict of interest prior to
25 voting on or taking action with respect to any related agenda item; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

BE IT FURTHER RESOLVED that the City Attorney's Office and any other designee(s) of the Mayor, in consultation with the NPAs individually or collectively as "All Wards," shall support each NPA in developing and implementing new bylaws and meeting procedures consistent with this resolution; and

BE IT FURTHER RESOLVED that on or by January 31, 2024, or as soon as practicable thereafter, the Racial Equity, Inclusion, & Belonging ("REIB") Office and any other designee(s) of the Mayor, in consultation with the City Attorney's Office, the Community & Economic Development Office ("CEDO"), and the NPAs individually or collectively as "All Wards," shall establish a consistent dispute resolution process to resolve any complaint filed by a NPA member alleging a violation of their NPA's bylaws or meeting procedures; and

BE IT FURTHER RESOLVED that on or by January 31, 2024, or as soon as practicable thereafter, the REIB Office and any other designee(s) of the Mayor, in consultation with the NPAs individually or collectively as "All Wards," shall report to the City Council's REIB Committee with recommendations on bias, diversity, equity, and inclusion training for NPA officers and members of the City's various boards or commissions.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

REIB Committee
CEDO
City Attorney's Office
Mayor's Office

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Maintaining Open And Accessible Neighborhood Planning Assemblies

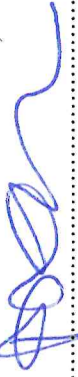
.....

.....

.....

Adopted by the City Council

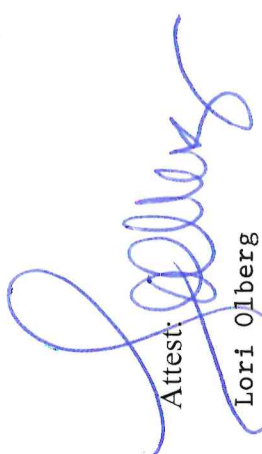
October 23....., 20 23.....

 Clerk

Approved..... October 30..... 20 23.....

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator