

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS**

1200 Airport Drive, South Burlington, Vermont
Conference Room #1
Monday June 20, 2016 3:00pm

1. CALL TO ORDER
2. AGENDA
3. PUBLIC FORUM
4. FINANCIAL PACKAGE (Documents/Verbal - M. Friedman)
5. CONSENT AGENDA
 - 5.1 Approval of Minutes: May 16, 2016
 - 5.2 Approval of Minutes: May 20, 2016
6. EXECUTIVE SESSION: Airline Lease Negotiations and Airline Air Service Development
Title 1, Section 313(a)(1)(A) of the Vermont Statutes
7. ACTION NEEDED:
 - 7.1 Federal Aviation Administration Lease – (Base Building)
 - 7.2 Shelburne Limestone Lease Agreement
 - 7.3 Passenger Facility Charge Application Assistance Contract – HTA
 - 7.4 Stormwater Permitting Management Services - Stantec
8. COMMUNICATION/DISCUSSION:
 - 8.1 Construction Update Report (Document/Verbal - A. Hanaway)
 - 8.2 Marketing Update (Document/Verbal - E. Knapp)
 - 8.3 Passenger and Operational Statistics (Document - N. Longo)
 - 8.4 Fare Comparisons (Document – N. Longo)
9. DIRECTOR'S REPORT (Verbal)
10. COMMISSIONERS' ITEMS
 - 10.1 Report on Vehicle For Hire Ordinance
11. ADJOURNMENT. Tentative: Next Meeting - Monday, July 18, 2016 at 3:00pm

City of Burlington
BURLINGTON INTERNATIONAL
AIRPORT
April 2016

FINANCIAL STATEMENTS





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1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802) 863-2874 (TTY)
Fax: (802) 863-7947

The Burlington International Airport, City of Burlington is an Equal Opportunity Employer



Budget Performance Report

Fiscal Year to Date 04/30/16

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	FY 2016 YTD Transactions	Remaining Balance	% used/ Rec'd
Fund 400 - Airport								
REVENUE								
4247	Fees and Permits	104,850.00	.00	104,850.00	.00	93,530.00	11,320.00	89%
4267	Utility Reimbursement	46,967.00	.00	46,967.00	.00	34,573.17	12,393.83	74%
4275	Rent & Lease	.00	.00	.00	.00	.00	.00	+++
4295	Parking Fees	5,825,000.00	.00	5,825,000.00	.00	4,525,478.52	1,299,521.48	78%
4297	CFC's	1,180,000.00	.00	1,180,000.00	.00	1,022,596.00	157,404.00	87%
4345	Advertising Revenues	118,000.00	.00	118,000.00	.00	125,999.25	(7,999.25)	107%
4390	Concessions	260,000.00	.00	260,000.00	.00	214,652.50	45,347.50	83%
4440	Taxi Fees	46,900.00	.00	46,900.00	.00	84,160.00	(37,260.00)	179%
4445	Terminal Rent - Exclusive	1,127,147.00	.00	1,127,147.00	.00	960,435.23	166,711.77	85%
4450	Terminal Rent - Commonuse	1,467,928.00	.00	1,467,928.00	.00	1,223,273.31	244,654.69	83%
4455	Terminal Concessions Airport	525,200.00	.00	525,200.00	.00	546,234.87	(21,034.87)	104%
4460	Rental Car Concessions	1,777,468.00	.00	1,777,468.00	.00	1,826,344.56	(48,876.56)	103%
4465	Rent Grounds	380,774.00	.00	380,774.00	.00	284,595.57	96,178.43	75%
4470	Rent Buildings	1,204,998.00	.00	1,204,998.00	.00	1,078,491.74	126,506.26	90%
4475	Landing Fees	1,825,884.00	.00	1,825,884.00	.00	1,392,702.28	433,181.72	76%
4480	PFC Revenue	2,400,000.00	.00	2,400,000.00	.00	1,608,265.89	791,734.11	67%
4500	Airport Apron Fees	.00	.00	.00	.00	.00	.00	+++
4505	Terminal Non Airline	575,061.00	.00	575,061.00	.00	492,229.89	82,831.11	86%
4535	Misc Rev	3,000.00	.00	3,000.00	.00	4,041.61	(1,041.61)	135%
4600	Fees For Services	.00	.00	.00	.00	6,524.00	(6,524.00)	+++
4700	Interest / Investment Income	33,500.00	.00	33,500.00	.00	1,860.59	31,639.41	6%
4702	Interest Income PFC	4,000.00	.00	4,000.00	.00	2,817.89	1,182.11	70%
4703	Restricted Interest Income	.00	.00	.00	.00	27,110.21	(27,110.21)	+++
4705	Unrealzd Gain/Loss-Invest	.00	.00	.00	.00	9,995.23	(9,995.23)	+++
4750	Gain/Loss On Asset	.00	.00	.00	.00	28,457.31	(28,457.31)	+++
4825	Interdepartmental	.00	.00	.00	.00	82.57	(82.57)	+++
4850	Cash Over	.00	.00	.00	.00	1,681.79	(1,681.79)	+++
4900	Participant Charges	.00	.00	.00	.00	.00	.00	+++
4925	Proceeds	.00	.00	.00	.00	12,238.52	(12,238.52)	+++
4961	Property Tax Reimbursement - Airport	208,000.00	.00	208,000.00	.00	143,742.14	64,257.86	69%
REVENUE TOTALS		\$19,114,677.00	\$0.00	\$19,114,677.00	\$0.00	\$15,752,114.64	\$3,362,562.36	82%
EXPENSE								
5000	Salaries and Wages	2,356,815.00	(12,500.00)	2,344,315.00	.00	1,817,023.66	527,291.34	78%
5100	Overtime	225,000.00	.00	225,000.00	.00	176,771.01	48,228.99	79%
5200	Other Personal Service	167,415.00	.00	167,415.00	.00	115,042.29	52,372.71	69%
5400	Employee Benefits	1,246,199.00	12,500.00	1,258,699.00	.00	1,041,629.18	217,069.82	83%
6000	Office Supplies	14,000.00	.00	14,000.00	696.70	4,646.14	8,657.16	38%
6005	Postage	1,500.00	.00	1,500.00	.00	990.02	509.98	66%
6007	Shipping and Moving	6,000.00	.00	6,000.00	22.00	2,114.69	3,863.31	36%
6010	Computer Equipment	45,560.00	.00	45,560.00	1,385.93	8,731.02	35,443.05	22%
6015	Computer Software	62,500.00	.00	62,500.00	964.00	1,889.00	59,647.00	5%
6017	Computer Licensing and Maint.	17,000.00	18,000.00	35,000.00	.00	22,931.37	12,068.63	66%
6020	Office Equipment	5,000.00	.00	5,000.00	.00	650.00	4,350.00	13%
6025	Furnishings	5,000.00	.00	5,000.00	.00	.00	5,000.00	0%
6200	Medical Fees And Supplies	2,500.00	.00	2,500.00	.00	2,350.61	149.39	94%
6202	Printing/Copying/Paper Mgt	2,500.00	.00	2,500.00	.00	1,042.90	1,457.10	42%
6203	Dues/Subscriptions	86,000.00	.00	86,000.00	2,151.28	70,185.33	13,663.39	84%
6205	Cash Short	.00	.00	.00	.00	5,447.11	(5,447.11)	+++



Budget Performance Report

Fiscal Year to Date 04/30/16

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted	Budget	Amended	YTD	FY 2016 YTD	Remaining	% used/
		Budget	Amendments	Budget	Encumbrances	Transactions	Balance	Rec'd
6206	Custodian Supplies	65,000.00	15,000.00	80,000.00	3,240.82	53,302.93	23,456.25	71%
6208	Special Supplies	14,000.00	.00	14,000.00	643.00	9,470.21	3,886.79	72%
6210	Small Tools and Equipment	18,000.00	.00	18,000.00	1,938.33	12,443.52	3,618.15	80%
6211	Specialized Equipment	.00	.00	.00	.00	.00	.00	+++
6212	Fuel	174,000.00	.00	174,000.00	58,002.32	41,997.68	74,000.00	57%
6214	Clothing And Uniforms	11,000.00	.00	11,000.00	.00	1,966.84	9,033.16	18%
6215	Uniform Laundering	22,000.00	.00	22,000.00	.00	13,987.78	8,012.22	64%
6216	Oil & Grease & Antifreeze	40,000.00	.00	40,000.00	1,895.13	12,930.30	25,174.57	37%
6222	Runway De-Ice	200,000.00	.00	200,000.00	26,299.45	79,380.00	94,320.55	53%
6300	Repair & Maintenance	826,500.00	15,000.00	841,500.00	90,184.70	559,171.80	192,143.50	77%
6350	Legal Notice & Advertising	3,000.00	.00	3,000.00	.00	429.88	2,570.12	14%
6400	Utilities	1,560,000.00	(1,550.00)	1,558,450.00	689.28	983,042.37	574,718.35	63%
6500	Professional and Consultant Services	1,142,000.00	(25,000.00)	1,117,000.00	57,949.37	782,683.61	276,367.02	75%
6530	Rentals	.00	15,000.00	15,000.00	.00	4,977.80	10,022.20	33%
6600	Maintenance Contracts	300,000.00	(18,000.00)	282,000.00	33,025.28	193,633.35	55,341.37	80%
6605	Radio Maintenance	20,000.00	.00	20,000.00	1,538.00	8,082.50	10,379.50	48%
6610	Custodial Contracts	682,000.00	.00	682,000.00	110,250.00	551,250.00	20,500.00	97%
6615	Property Repairs	200,000.00	.00	200,000.00	41,322.50	54,930.75	103,746.75	48%
6620	Contractual Vehicle Repair	22,000.00	.00	22,000.00	.00	5,228.08	16,771.92	24%
6625	Equipment Maintenance Repairs	150,000.00	.00	150,000.00	27,919.98	86,016.52	36,063.50	76%
6700	Travel & Training	98,000.00	.00	98,000.00	600.00	25,424.53	71,975.47	27%
6800	Fees for Services	35,000.00	.00	35,000.00	2,216.00	26,453.27	6,330.73	82%
7000	Bad Debt Expense	2,000.00	.00	2,000.00	.00	360.00	1,640.00	18%
7002	Interest Expense	.00	.00	.00	.00	.00	.00	+++
7004	Interest Expense - Restricted	.00	.00	.00	.00	12,555.08	(12,555.08)	+++
7200	Capital Leases	373,000.00	(15,000.00)	358,000.00	1,570.00	298,333.33	58,096.67	84%
7230	Insurance	243,641.00	.00	243,641.00	.00	210,072.73	33,568.27	86%
7303	Regulatory and Bank Fees	120,000.00	25,000.00	145,000.00	.00	118,227.18	26,772.82	82%
7312	Real Estate Taxes	1,553,000.00	1,550.00	1,554,550.00	755.01	1,294,968.63	258,826.36	83%
8005	Vehicle/Equipment Repairs	.00	.00	.00	.00	.00	.00	+++
8015	Indirect Fees	343,605.00	.00	343,605.00	.00	286,338.80	57,266.20	83%
8016	Risk Management	9,000.00	.00	9,000.00	.00	.00	9,000.00	0%
8017	Indirect Fees - City Attorney	9,923.00	.00	9,923.00	.00	8,270.00	1,653.00	83%
8018	Management Fee - Parking Garage	674,225.00	.00	674,225.00	.00	479,181.72	195,043.28	71%
8035	FAA - Airport Security	.00	.00	.00	.00	.00	.00	+++
8095	Interest On Pooled Cash	34,000.00	.00	34,000.00	.00	3,516.46	30,483.54	10%
8135	Airport Security To Police	1,014,000.00	.00	1,014,000.00	.00	845,000.00	169,000.00	83%
OPERATING EXPENSE TOTALS		\$14,201,883.00	\$30,000.00	\$14,231,883.00	\$580,423.59	\$10,335,071.98	\$3,431,551.94	77%

OPERATING PROFIT

\$5,417,043



TREND ANALYSIS

For Fiscal Years 2015 and 2016
Year-To-Date Revenue Comparisons



FY	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9		Period 10		Period 11		Period 12			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
2015	29,062	129,056	180,862	250,243	294,680	340,596	385,468	455,967	507,151	553,476	612,793	669,587														
2016	56,798	119,970	176,569	238,695	287,001	335,160	380,129	451,028	498,731	546,233																
2015	244,531	483,906	681,582	923,753	1,002,492	1,149,356	1,305,216	1,453,043	1,586,866	1,734,195	1,883,314	2,096,747														
2016	240,324	552,535	748,826	977,338	1,124,975	1,273,200	1,421,448	1,569,549	1,717,834	1,826,344																
2015	158,349	316,660	464,374	608,334	732,425	846,526	969,438	1,088,441	1,225,070	1,360,457	1,488,635	1,630,368														
2016	149,347	300,822	447,804	601,990	735,405	871,127	1,002,428	1,133,393	1,270,187	1,392,703																
2015	424,926	885,487	1,393,271	1,905,737	2,384,795	2,794,781	3,247,996	3,697,178	4,311,769	4,850,216	5,321,373	5,741,612														
2016	410,392	824,622	1,240,664	1,747,264	2,211,974	2,590,059	3,010,401	3,473,751	3,998,643	4,525,478																
2015	134,124	283,204	414,844	560,600	631,024	697,088	768,264	834,464	915,824	973,496	1,087,440	1,211,060														
2016	160,052	312,196	444,132	591,724	666,660	736,308	807,060	877,000	948,264	1,022,596																
2015	\$ 990,993	\$ 2,098,313	\$ 3,134,934	\$ 4,248,667	\$ 5,045,416	\$ 5,828,347	\$ 6,676,382	\$ 7,529,093	\$ 8,546,680	\$ 9,471,840	\$ 10,393,555	\$ 11,349,374														
2016	\$ 1,016,913	\$ 2,110,146	\$ 3,057,996	\$ 4,157,010	\$ 5,026,014	\$ 5,805,853	\$ 6,621,466	\$ 7,504,721	\$ 8,433,659	\$ 9,313,354	\$ -	\$ -														

Monthly Revenue Comparison

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
	2015	29,062	99,994	51,806	69,381	44,437	45,916	44,872	70,499	51,184	46,325	59,317	56,794
2016	56,798	63,172	56,599	62,125	48,306	48,159	44,970	70,899	47,703	47,502			546,233
2015	244,531	239,374	197,676	242,171	78,739	146,864	155,860	147,827	133,823	147,329	149,119	213,433	2,096,747
2016	240,324	312,211	196,291	228,511	147,637	148,226	148,248	148,102	148,285	108,510			1,826,344
2015	158,349	158,312	147,714	143,960	124,091	114,101	122,912	119,003	136,629	135,387	128,178	141,733	1,630,368
2016	149,347	151,476	146,982	154,185	133,415	135,722	131,301	130,965	136,794	122,516			1,392,703
2015	424,926	460,560	507,784	512,466	479,058	409,986	453,215	449,182	614,591	538,447	471,157	420,239	5,741,612
2016	410,392	414,230	416,042	506,600	464,710	378,085	420,342	463,350	524,892	526,835			4,525,478
2015	134,124	149,080	131,640	145,756	70,424	66,064	71,176	66,200	81,360	57,672	113,944	123,620	1,211,060
2016	160,052	152,144	131,936	147,592	74,936	69,648	70,752	69,940	71,264	74,332			1,022,596
2015	\$ 990,993	\$ 1,107,320	\$ 1,036,621	\$ 1,113,733	\$ 796,749	\$ 782,931	\$ 848,035	\$ 852,711	\$ 1,017,587	\$ 925,160	\$ 921,715	\$ 955,819	\$ 11,349,374
2016	\$ 1,016,913	\$ 1,093,233	\$ 947,850	\$ 1,099,014	\$ 869,004	\$ 779,839	\$ 815,613	\$ 883,255	\$ 928,938	\$ 879,695	\$ -	\$ -	\$ 9,313,354

Burlington International Airport
Fiscal Year 2016
 Debt Coverage Score



DESCRIPTION	July	August	September	October	November	December	January	February	March	April
Total Revenue	1,515,506	3,160,886	4,890,357	6,671,649	8,460,600	9,684,975	11,067,250	12,639,056	14,259,889	15,752,115
Less: PFC Revenue	0	(73,589)	(316,239)	(532,083)	(813,335)	(904,851)	(1,024,088)	(1,275,968)	(1,457,334)	(1,608,266)
Less: PFC Interest Income	(258)	(537)	(819)	(1,082)	(1,352)	(1,352)	(1,352)	(1,352)	(2,511)	(2,818)
Total Net Revenue	1,515,248	3,086,760	4,573,299	6,138,484	7,645,913	8,778,772	10,041,810	11,361,736	12,800,044	14,141,031
Operating Expenses	804,033	1,629,220	2,820,067	3,676,747	4,625,094	5,721,399	6,930,867	7,912,505	9,347,981	10,335,072
Total Net Operating Income	711,215	1,457,540	1,753,232	2,461,737	3,020,819	3,057,373	3,110,943	3,449,231	3,452,063	3,805,959
+ PFC available for Debt Service	90,593	181,186	271,779	362,372	452,964	543,557	634,150	724,743	815,336	905,929
Funds Available for Debt Service	801,808	1,638,726	2,025,011	2,824,109	3,473,783	3,600,930	3,745,093	4,173,974	4,267,399	4,711,888
* + Debt Principal & Interest Payments	282,137	564,274	846,410	1,128,547	1,410,684	1,692,821	1,974,958	2,257,094	2,539,231	2,821,368
Debt Service Coverage Score - Methodology #1	2.84	2.90	2.39	2.50	2.46	2.13	1.90	1.85	1.68	1.67
Apply 1.25% PFC Revenue towards debt	22,648	45,296	67,945	90,593	113,241	135,889	158,538	181,186	203,834	226,482
Funds Available for Debt Service	824,456	1,684,022	2,092,955	2,914,701	3,587,025	3,736,820	3,903,631	4,355,160	4,471,233	4,938,370
Debt Service Coverage Score - Methodology #2	2.92	2.98	2.47	2.58	2.54	2.21	1.98	1.93	1.76	1.75

Fiscal Year 2015
 Debt Coverage Score

Debt Service Coverage Score - Methodology #1	2.26	2.48	2.01	2.20	2.01	1.80	1.61	1.60	1.60	1.58
Debt Service Coverage Score - Methodology #2	2.34	2.56	2.09	2.28	2.09	1.88	1.69	1.68	1.69	1.66



**BURLINGTON INTERNATIONAL AIRPORT
ACCOUNTS RECEIVABLE
AIP PROJECTS
AS of June 3, 2016**



NW FUND	AIP #	PROJECT DESCRIPTION	A/R BALANCE 06/30/15	TOTAL PROJECT EXPENSES FY 2016	GRANT %	% OF PROJECT EXPENSES FY 2016	REIMBURSE- MENTS FY 2016	A/R BALANCE 04/30/16
								-
404	87	LAND ACQ 2011	178,151	148,712	98%	145,738	(219,110)	104,779
405	84	LAND 2010 PHASE 2	71,017	124,544	98%	122,053	(203,203)	(10,132)
406	89	2012 DEVELOPMENT	-	-	96%	-	-	-
407	88	LAND 2011B	105,082.99	225,022	98%	220,521.64	(268,514)	57,091
409	81	LAND 2010 PROPERTIES	155,497	239,607	98%	234,815	(312,870)	77,442
421	74	LAND 2009 NOISE	197,262	54,712	98%	53,618	(253,194)	(2,315)
426	78	LAND 2010 NOISE	86,843	86,885	98%	85,148	(169,298)	2,693
429	90	ENG DESIGN SVCS	28,796	-	96%	-	(28,794)	1
430	91	PART 150 NEM UPDATE	77,584	85	96%	81	(73,203)	4,463
432	92	LAND 2012 NOISE	179,450	314,331	96%	301,757.76	(414,123)	67,086
433	94	LAND 2012 B NOISE	217,905	840,553	96%	806,931	(990,858)	33,978
434	95	TAXIWAY B RECONSTRUCTION & WASTEWATER COLLECTION FACILITY	601,478	12,067	96%	11,584.32	(613,430)	(368)
435	96	CARGO APRON REHAB	75,879	47,144	96%	45,259	(122,746)	(1,608)
436	97	DESIGN UPDATE SECURITY	63,314	-	96%	-	-	63,314
437	98	LAND ACQUISITION 4 PARCELS	65,381	94,583	96%	90,799	(154,181)	1,999
438	99	CARGO APRON REHAB - PHASE 2	19,717	812	96%	779	(19,735)	761
439	100	AIR CARRIER APRON PHASE 1	47,312	93,815	96%	90,062	(99,065)	38,310
440	101	SECURITY SYSTEM UPDATE	42,841	140,635	96%	135,010	-	177,851
441	102	TAXIWAY K (SOUTH)	106,992	7,275	96%	6,984	(113,158)	819
442	105	LAND ACQUISITION FY 15	9,045	937,376	96%	899,881	(683,473)	225,454
443		GLYCOL PROJECT	72,096	190,867	96%	183,232	-	255,328
444	103	AIR CARRIER APRON PHASE II	11,537	2,050,914	96%	1,968,877	(1,772,958)	207,457
445	104	TAXIWAY K CONSTRUCTION	12,107	985,876	96%	946,441	(916,343)	42,205
446		LAND ACQUISITION 2016	-	14,391	96%	13,815	-	13,815
447		TAXIWAY ALPHA CONSTRUCTION	-	49,886	96%	47,891	-	47,891
448		TAXIWAY GULF CONSTRUCTION	-	52,466	96%	50,367	-	50,367
449		AIR CARRIER APRON PHASE 3	-	50,244	96%	48,234	-	48,234
			-	-	-	-	-	-
TOTALS			2,425,289	\$ 6,762,802		\$ 6,509,880	\$ (7,428,254)	\$ 1,506,915

Burlington International Airport

Cash and Investments

May 31, 2016

<u>Account</u>	<u>Account Description</u>	<u>Balance</u>
1000_400	Bank Account Airport	643,710
1000_415	Bank Account Airport - Prepaid Cash Acct TD	486,928
1000_420	Bank Account CFC	3,090,833
1000_474	Cash Restricted Burl Arpt 2014 A Debt Serv. Res	1,448,451
1000_475	Cash Restricted Airport 2014 A COI	25
1050_400	Cash Restricted Air Debt Service Fund	2,160,250
1050_420	Cash Restricted Escrows - Airport PFC TD Bank	3,206,485
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	3,289,453
1050_430	Cash Restricted Esc - Airport Res Acct - TD Bank	215,864
1050_487	Cash Restricted Airport Debt Service Res. 2012 A	1,665,958
1050_488	Cash Restricted Airport Debt Service Res. 2012 B	653,685
1050_489	Cash Restricted Airport Debt Service Res. 2012 C	7,169
1050_490	Cash Restricted Airport 2012 ABC COI	13,638
1050_496	Cash Restricted AIP Deposit Keybank	356,181
Total Cash and Investments		<u>17,238,629</u>
1100_999	(Due To) / Due From Pooled Cash	<u>(121,413)</u>

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF MEETING
May 16, 2016**

DRAFT

MEMBERS PRESENT: Jeff Munger (Chairman)
Bill Keogh
Pat Nowak
Alan Newman [via teleconference until 4:49 PM]
Jeff Schulman [via teleconference]

BTV STAFF PRESENT: Gene Richards, Director of Aviation
Nic Longo, Director of Planning and Development
Marie Friedman, Airport CFO
Erin Knapp, Director of Marketing
Amanda Hanaway-Corrente, Director of Engineering &
Environmental Compliance
Richard Brown, Director of Maintenance
Kelly Colling, Director of Operations
Isaac Trombley, BTV Administration
Shelby Losier, Intern

OTHERS PRESENT: Erin Deseteou, VT Small Business Acceleration, LLC
Tim McCole, Heritage Aviation
Ben Myer, Heritage Aviation
Jay Canning, local hotel owner
Abdi Dhere, Airport Winooski Cab

[Note: Minutes reflect the order of the published agenda.]

1.0 CALL TO ORDER

Chairman Jeff Munger called the meeting to order at 3:01 PM on May 16, 2016.

2.0 AGENDA

Add as Item 6.5 – Recommendation for Approval of Funds 443, 448, 449.

MOTION by Pat Nowak, SECOND by Bill Keogh, to approve the agenda as amended. VOTING (by roll call): Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye (unanimous)[Alan Newman not present for vote]; motion carried.

3.0 PUBLIC FORUM

Abdi Dhere

Abdi Dhere, Airport Winooski Cab, voiced complaint about Uber drivers arriving at the airport when a flight lands and taking the customers from the cabs on the queue when the cabs on the queue have paid all the required fees to be on the line at the airport. Mr. Dhere said he has watched this for the past five months and is asking for help from the airport.

Jeff Munger advised Mr. Dhere to bring his complaint to the Taxi Board.

Jay Canning

Jay Canning mentioned the less than positive experiences his hotel guests have had with cabs at the airport. The cabs have been dirty, drivers discourteous, and many will not accept credit cards for payment of fares. In contrast, the experience guests have had with Uber has been very positive. The cabs are clean and the price is half as much as the cabs at the airport.

Jeff Munger stated the Airport Commission is aware and trying to get a handle on the situation.

4.0 FINANCIAL PACKAGE

Marie Friedman reported:

- As of March 31st (3/4 through the fiscal year) revenues are at 75% of budget and expenditures are at 70%.
- Parking revenues are down year-to-date \$325,000 compared to the same time last year.
- Debt coverage score is 1.75 as of the end of March compared to 1.69 at the same time last year. The goal is a score of 1.5 by the end of the fiscal year.
- AIP Receivables as of April are \$2.1 million. The airport received \$750,000 from the FAA and billed for an additional \$300,000.
- Grant Anticipation Note (GAN) will be used to manage cash flow.
- Pooled Cash owed to the city shows \$700,000 because the city did not draw down enough money.
- The proposed budget is tight with less revenue from the garage. The methodology on the terminal and landing rates is changed. Negotiations continue with the airlines. The proposed budget will be sent downtown on 5/18/16 and presented to the Board of Finance on 5/24/16.

Gene Richards stated the year has been a challenge with the budget. The team has done an amazing job and delivered double the output on half the input. There are some cost burdens coming to the airport, such as increase cost on the police contract and the garage. The lease with the airlines is very good.

Jeff Munger asked about the negotiations with BPW regarding management of the parking garage. Gene Richards stated Marie Friedman crafted an outstanding compromise for an 18 month transition to the airport where BPW will be hired to consult and paid a fee through the implementation of the new system. As of July 2016 the employees at the garage will become employees of the airport. Airport Ambassadors and garage personnel will be interchangeable. The airport anticipates saving money from managing the garage in FY18. Presently, the airport pays BPW a management fee of \$50,000 plus the operational cost for a total of \$674,000 for the garage that includes direct costs, parking attendants, hardware/software, and two managers. The FY17 management fee is \$50,000.

A budget review work session was schedule for May 20, 2016 at 1 PM. Staff will highlight significant changes and challenges with the budget to maintain the goal of a debt coverage ratio of 1.5 per the agreement with the airlines.

MOTION by Bill Keogh, SECOND by Pat Nowak, to accept the financial package and place the information on file. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman – aye (unanimous); motion carried.

5.0 CONSENT AGENDA

5.01 Minutes of April 18, 2016

MOTION by Pat Nowak, SECOND by Jeff Munger, to approve the consent agenda including minutes from April 18, 2016 as presented. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman – aye (unanimous); motion carried.

6.0 ACTION REQUIRED

6.1 AIP – Air Carrier Apron Phase 3 Grant Acceptance

MOTION by Bill Keogh, SECOND by Pat Nowak, to accept Item 6.1, place on file, and recommend the accompanying resolution to City Council and the Board of Finance for approval.

DISCUSSION: Amanda Hanaway- Corrente explained every year grant applications are submitted to the FAA. The multi-phased terminal apron rehab project is in the third phase. The overall grant application is \$3.65 million and includes 14,000 s.f. of pavement concrete rehab and replacement. FAA has paid \$2.6 million toward the project to date. If full funding is not received then only the phases covered by the funding that is received will be done. Work will not begin until the funding is in place. There were no further comments.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman – aye (unanimous); motion carried.

6.2 AIP – Storm Water Improvement Grant Acceptance

MOTION by Bill Keogh, SECOND by Pat Nowak, to accept Item 6.2, place on file, and recommend the accompanying resolution to City Council and the Board of Finance for approval. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman – aye (unanimous); motion carried.

6.3 AIP – Home Acquisition Approval and Grant Acceptance.

MOTION by Bill Keogh, SECOND by Pat Nowak, to accept Item 6.3, place on file, and recommend the accompanying resolution to City Council and the Board of Finance for approval.

DISCUSSION: Nic Longo explained the grant for five properties close to the fence line and a contract to relocated affected homeowners and tenants. Gene

Richards added the housing mitigation program is keeping the commitments to the neighbors for 65 DNL (Day Night Sound Level) then switching to the noise mitigation measures (insulation, sound proofing, and such) for the new DNL area rather than purchasing the properties. There are 30 houses remaining in the old program to be purchase. Funding for the new DNL area will be available when there is a legal agreement in place with the homeowners. There were no further comments.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman – aye (unanimous); motion carried.

6.4 Sound Insulation Design Project Contract

MOTION by Bill Keogh, SECOND by Pat Nowak, to accept Item 6.4, place on file, and recommend the accompanying resolution to City Council and the Board of Finance for approval.

DISCUSSION: The following was noted/discussed:

- **Gene Richards said the cost could be up to \$4 million over the next 15 years for noise mitigation. The approach is what the Air Commission, Administration, and South Burlington requested. All money is reimbursed to the airport. The program is the #1 noise mitigation program in New England.**
- **Bill Keogh noted there is no mention of the Airport Commission in the documents, and suggested at one of the three public meeting there be a co-meeting with the full neighborhood committee and the full Airport Commission. Gene Richards said any meetings dealing with the airport will be held at the airport and the meetings are open to all.**
- **Pat Nowak asked about timing. Nic Longo said the contract makes an implementation plan. There will be a kick-off and public meetings. Each parcel will be analyzed to see if eligible for mitigation measures and then the grant will be submitted to the FAA. Gene Richards added it is 18-24 months for the program to start. Participation is on a first come, first served basis. Work will be done as funds are available and in-hand.**

There were no further comments.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Alan Newman – aye (unanimous) [Jeff Schulman not present for vote]; motion carried.

6.5 Approval of Budget Amendment

MOTION by Bill Keogh, SECOND by Pat Nowak, to accept the memo regarding amending the budget to include Funds 443, 448, and 449 for AIP storm water, taxiway, and carrier apron projects, dated May 16, 2016, and recommend to City Council and the Board of Finance for approval. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Alan Newman – aye (unanimous) [Jeff Schulman not present for vote]; motion carried.

7.0 COMMUNICATION/DISCUSSION

7.1 Land Use Planning

There was mention of the outstanding job done by Gene Richards and the airport team to improve relations between South Burlington and the airport, but there are still some residents who continue to complain. It was noted the airport purchased land as a buffer around the airport, but South Burlington built houses right up to the airport fence and now the airport must remove the houses to fix the problem. The airport has been approached to purchase the Chamberlin School site. The airport is willing to participate if the community and all parties are in agreement. The airport would sell the property, not retain it though. If the building fits into the new noise mitigation program then other measures can be taken. The airport has made the consultants available to the community.

Bill Keogh asked two questions: 1. Does the airport now, or in the planned future, have any land it now owns which will be made available for acquisition by any private or public entity? Gene Richards replied: "No." 2. Is there any possibility of any land swaps which might take place to the advantage of both the airport and the City of So. Burlington? Gene Richards said: "Yes."

Nic Longo reviewed the sound maps showing 2015 decibel level lines and the 2030 master plan vision for the airport including eligible properties in the mitigation program and roadway design. The documents and land use plan can be found on the website: *BTVAirportlandreuse.com*.

7.2 CommutAir Hangar Space Initiatives

Nic Longo reported CommutAir is relocating to Ohio and vacating the hangar they occupied for the past 10 years. The FAA and the airport's attorney agree an RFP for the hangar is the most fair and transparent process. Heritage and Mansfield Heliflight are both interested in the hangar.

7.3 Construction Update

Amanda Hanaway-Corrente reported work continues on airport projects. The base material for Taxiway Kilo is done. Paving should begin May 19th. The work should be complete by June 4th. Once grants from the FAA are received work will continue on Phase 3 of the apron and storm water projects. Construction should begin on the quick turnaround facility in July. Realignment of Taxiway Alpha and Taxiway G will be done in 2017. The Air Guard has work scheduled in 2017 into 2018.

MOTION by Bill Keogh, SECOND by Jeff Munger, to accept Item 7.3 (construction update report) and place the information on file. VOTING: unanimous (3-0)[Alan Newman and Jeff Schulman not present for vote]; motion carried.

7.4 Marketing Update

Erin Knapp reported the focus this month has been on the Charlotte route. A grant was received from the state. Accelerators, LLC is assisting with events, advertising, and growth opportunities.

MOTION by Bill Keogh, SECOND by Jeff Munger, to accept Item 7.4 (marketing update) and place the information on file. VOTING: unanimous (3-0) [Alan Newman and Jeff Schulman not present for vote]; motion carried.

7.5 Passenger and Operational Statistics

7.6 Fare Comparisons

There were no questions on the documents.

8.0 DIRECTOR'S REPORT

Gene Richards reported:

- French classes for staff continue. The goal is to better communicate with the French speaking population.
- Make-A-Wish flights continue. The events are amazing.
- Negotiations are ongoing with South Burlington to find a new location for the dog park.
- Champlain Neighborhood group is waiting for recommendations from the consultant.
- Arrangement has been made with DPW for operation of the parking garage by the airport.
- The airport team continues to do incredible work.

9.0 COMMISSIONER ITEMS

9.1 Confirm Director of Aviation

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve the letter as prepared by the Airport Commission Chair in support of Gene Richards as Director of Aviation.

DISCUSSION: It was noted that all the commissioners will sign the letter to demonstrate to City Council the faith the Airport Commission has in Mr. Richards as Director of Aviation.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Alan Newman – aye (unanimous) [Jeff Schulman not present for vote]; motion carried.

9.2 FY2016 Airport Commission Annual Report

It was noted the annual report highlights the excellent job done by the airport team on Moody's requirements, expanded air service, marketing to Canada to increase use of Burlington Airport, improving the working relationship with the airlines, and signing the new agreement with the car rental companies.

The Airport Commission signed the report.

9.3 Taxi Experience

Gene Richards mentioned the extensive and time consuming effort by staff to manage the taxi operation at the airport and the need for more enforcement of the ordinance. To rectify the situation an RFP to seek one company to provide taxi service and enforce all the rules is being done. The RFP will go out in September to have the service in place by November. Staff is confident the Mayor will support a good program.

Isaac Trombley noted the fee structure is still under review in the City Attorney's Office. The new ordinance will go into effect July 1st. Issuance of annual permits is coming up so the taxi businesses/drivers need to be informed of the new system. Gene Richards assured the airport will help everyone with the transition. There was continued discussion of taxi service and having consequences when the rules are not followed. Gene Richards noted the Taxi Board has overruled the airport and taken away the consequences so the rules have become meaningless. Alan Newman suggested all taxicabs at the airport have a notice posted in the cabs asking passengers for feedback on their experience sent via email to the Airport Commission.

10.0 ADJOURNMENT

Next meeting: May 20, 2016 at 1 PM (budget review/work session)

June 20, 2016 at 1 PM (regular meeting)

MOTION by Bill Keogh, SECOND by Pat Nowak, to adjourn the meeting.

**VOTING: unanimous (3-0)[Jeff Shulman and Alan Newman not present for vote];
motion carried.**

The meeting was adjourned at 5:18 PM.

RScty: MERiordan

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF SPECIAL MEETING
May 20, 2016**

DRAFT

MEMBERS PRESENT: Jeff Munger (Chairman)
Bill Keogh
Pat Nowak
Jeff Schulman

MEMBERS ABSENT: Alan Newman

BTV STAFF PRESENT: Gene Richards, Director of Aviation
Nic Longo, Director of Planning and Development
Marie Friedman, Airport CFO
Erin Knapp, Director of Marketing

OTHERS PRESENT: Erin Deseteou, VT Small Business Acceleration, LLC
Tim McCole, Heritage Aviation

1.0 CALL TO ORDER

Chairman Jeff Munger called the special budget review meeting to order at 1:10 PM on May 20, 2016.

2.0 AGENDA

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve the agenda as presented. VOTING: unanimous (4-0); motion carried.

3.0 PUBLIC FORUM

There were no comments from the public.

4.0 BUDGET REVIEW

Gene Richards stated the budget was very difficult and challenging. The proposed budget is very tight and uses all the available contingency. The parking garage is not performing at the level anticipated (\$450,000 less in revenues). The cost of the police contract increased. Salaries are up, but income has not increased. There was no increase in health care costs. Staff is working hard at advertising, rentals, filling vacancies, offering food service pre-screening (hopefully by the end of the year), and bringing new routes to the airport (potential for new service to Denver).

Marie Friedman reported:

- TSA is mandating new security requirements for employees. This will be a financial hit for the airport.
- There are costs in the budget the airport has no control over and other items the airport can control and that is where the budget is being held very tight. Staff must account for all expenditures. Revenue is up .6 over last year which is not sustainable with the added costs.
- The airport is getting an increase from the airlines (rent is increasing to \$62 per square foot).

- The parking garage is down \$425,000 in the budget. There will be a proposal for the garage and for upgrade of the equipment so more can be done with the facility to generate revenue.
- The budget presentation to the Board of Finance will show the cost centers that keep the airport operating and the organization chart showing the staff for the cost centers.
- Fiscal challenges for the FY17 budget include:
 - Finding \$2 million to cut out of the budget.
 - Decrease in garage revenue (\$425,000) which followed a decrease in revenue the previous year for a total of \$700,000 in a two year period.
 - Increase in security expenses for the employee checkpoint mandated by TSA and the increase in police services (\$116,000).
 - Anticipated increase in property taxes (property taxes are 12% of the operating budget).
 - Building rent is down. If there is not a contract in place then the item is not budgeted.
- Key goals of the budget include:
 - Increase cash reserves to eventually reach 200 days cash-on-hand.
 - Bringing in new air service.
 - Debt coverage ratio of 1.40
 - Asset management to maintain facilities in the best shape possible, build the quick turnaround facility, and install the new card system.
 - More will be paid on the bond principal (\$265,000).
 - There will be no impact on the public by the budget cuts. Staff has made deals with vendors for items at no cost, for example artwork and Segways.
 - There are no cuts in staff currently hired, but unfilled positions will not be filled.
 - DPW will be paid \$50,000 for the parking garage management during this transition. They will provide consulting for this fee. All other costs associated with running the garage gated system have been incorporated into the BTV parking cost center line items. By July 1st the parking attendants will be airport employees and members of the union.

There was brief discussion of equipment lease or purchase and replacement schedule for cost effectiveness.

MOTION by Jeff Schulman, SECOND by Pat Nowak, to approve the FY2017 budget with great appreciation of the work of Marie Friedman and the rest of the staff. VOTING: unanimous (4-0); motion carried.

5.0 ADJOURNMENT

MOTION by Bill Keogh, SECOND by Jeff Schulman, to adjourn the meeting. VOTING: unanimous (4-0); motion carried.

The meeting was adjourned at 2:12 PM.



U.S. Department
of Transportation
**Federal Aviation
Administration**

STANDARD SPACE LEASE

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

**BURLINGTON INTERNATIONAL AIRPORT
CITY OF BURLINGTON**

**LEASE NO. DTFAEN-16-L-00084
BTV SSC
BURLINGTON, VT**

This Lease, is entered into by and between **Burlington International Airport, City of Burlington**, whose address is 1200 Airport Drive, #1, So. Burlington, VT 05403 and interest in the property hereinafter described is Owner hereby referred to as the Lessor and the United States of America, hereinafter referred to as the Government or the FAA. The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. Terms

- 1.1. DESCRIPTION (07/14) - The Lessor hereby leases to the Government the following described premises, approximately 3,498 square feet of space at Burlington International Airport, 1200 Airport Drive #1, So. Burlington, VT 05403, as described in Exhibit "A" and depicted in Exhibit "B."
- 1.2. PARKING: 54 parking spaces which includes all the parking for the entire FAA complex consisting of the ATCT/Base Building and former AFSS (1252 Airport Drive). It is agreed and understood that 18 of the 54 spaces will be provided on the 3rd floor ramp of the Lessor's parking garage. 36 of the spaces will be adjacent to the above stated FAA complex. It is further understood that once the Lessor demolishes the adjacent car wash, Government will regain use of the entire parking area adjacent to the complex to provide for the entire 60 parking spaces.

Compliant accessible parking spaces shall be provided in accordance with the requirements of the Architectural Barriers Act Accessibility Standards (ABAAS) 42 U.S.C 4151 and as set forth in the ABAAS scoping table. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal, as well as the removal of any obstruction that limits the Government access to its designated spaces

1.3. LEASE TERM (8/02) - To have and to hold, for the term commencing on **October 1, 2016** and continuing through **September 30, 2021** inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

1.31. OPTION(S) TO EXTEND TERM (0707) (O) – This lease may, at the option of the Government be extended beyond **September 30, 2021** at the rental rate of \$32,762.27 and upon the terms and conditions herein specified and no extension shall extend beyond **September 30, 2026**. The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

1.4 CANCELLATION (8/02) - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 90 days before the effective termination date.

1.5 CONSIDERATION (07/14) - Rent in the amount of \$ 31,202.16 per annum will be payable at the rate of \$2600.18 per month to the Lessor in arrears, without the submission of invoices or vouchers, and subject to available appropriations. The rental payments are due on the first business day following the end of the payment period. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made.

The rental rate stated above is based on operating costs in the amount of \$4.05 per rentable square foot and utility costs at the rate of \$4.87 per rentable square foot for a total of \$8.92 psf. The operating and utility expenses shall be subject to annual adjustments at the beginning of each Government fiscal year (October 1) upon written documentation to the Government.

Operating/Utility Expenses are identified in Exhibit “C” which is attached hereto and made a part hereof.

1.6 **HOLDOVER (07/14)** - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated base, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee, or vacated the premises.

1.7 **LESSORS SUCCESSORS (10/96)** - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

2 GENERAL CLAUSES

2.1 **ACCESSIBILITY (07/14)** - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the GOVERNMENT leases space. Separate ABAAS compliant toilet facilities shall not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant toilet facilities, the Lessor shall provide the basis for the determination of technical infeasibility in writing to the Real Estate Contracting Officer, together with all supporting documentation.

Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. No fewer than two drinking fountains shall be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons requirements, unless sufficient space is not available to provide both a wheelchair unit and a standing persons unit. In such instance, and subject to the approval of the Real Estate Contracting Officer, a single unit able to accommodate both disabled and non-disabled persons shall be provided.

2.2 CHANGES (10/14)

- A. The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
1. Work or services;
 2. Facilities or space layout; or
 3. Amount of space
- B. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:
1. An equitable adjustment in the rental rate;
 2. A lump sum equitable adjustment; or
 3. An equitable adjustment of the annual operating costs per occupiable square foot specified in the Solicitation For Offers (SFO).
- C. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Contract Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- D. Absent such written change order, the Government shall not be liable to Lessor under this clause.

2.3 CONTRACT DISPUTES (11/03) - All contract disputes arising under or related to this lease contract will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room
323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

2.4 MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

2.5 FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

2.6 NO WAIVER (10/96) - No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

2.7 NON-RESTORATION (10/96) - The Government will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the Government may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

2.8 DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

2.9 DELIVERY AND CONDITION (10/96) - Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.

2.91 OCCUPANCY PERMIT (07/14) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officer's discretion.

2.10 HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting

within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

2.11 **DEFAULT BY LESSOR (10/96)** - Each of the following shall constitute a default by Lessor under this lease:

- A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.
- B. Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer.
- C. Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

2.12 **COMPLIANCE WITH APPLICABLE LAWS (10/96)** - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

2.13 **OFFICIALS NOT TO BENEFIT (10/96)** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

2.14 **COVENANT AGAINST CONTINGENT FEES (8/02)** - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

2.15 ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

2.16 EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

2.17 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (01/14) –

- A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the

giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

2.18 SUBLEASE (10/96) - The Government reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the Government is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

2.19 INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

2.20 EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

2.21 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

2.22 AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

2.23 UNAUTHORIZED NEGOTIATING (10/96) - In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the RECO or his/her designee.

3 FINANCIAL CLAUSES

3.1 SYSTEM FOR AWARD MANAGEMENT (07/14) – The System for award Management (SAM) system the Government’s required method to receive vendor information. However you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed “Vendor Miscellaneous Payment Information” form, together with any other required notice under this contract.

3.2 PAYMENT BY ELECTRONIC FUND TRANSFER (07/14) – All payment by the Government under this lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible to maintain correct payment information with the Government. If the Lessor’s EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

4. POST AWARD REQUIREMENTS

4.1 INSPECTION (10/96) - The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

5. GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

5.1 DOORS (04/12) - Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Government will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the Government, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores.

5.2 LIGHTING (04/12) - Modern, diffused, energy efficient fluorescent fixtures shall be provided at working surfaces that maintain a uniform lighting level of 50 foot candles. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

5.3 ADHESIVES AND SEALANTS (01/12) - The Lessor shall use adhesives and sealants that contain no formaldehyde or heavy metals.

5.4 CEILINGS (10/96) - Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

5.5 FLOOR LOAD (04/12) - All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) accepted by the Real Estate Contracting Officer (RECO).

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

5.6 PAINTING (01/16) - Prior to occupancy, all surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every 10 years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint must be properly maintained and managed per existing Federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the lease premises during the period of government occupancy, it would need to be sampled for lead at the Lessor's expense. If containing lead, it would need to be abated at the Lessor's expense. This could be performed either by removal or sealing with an encapsulating material.

5.7 DISPLAY ADVERTISING (10/96) - If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

5.8 ERECTION OF SIGNS (10/96) - The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

5.9 WINDOW AND FLOOR COVERING (04/12) - All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the Government. Existing floor and window coverings may be accepted at the discretion of the RECO however; prior to occupancy all carpeting and window coverings shall be cleaned.

At no additional cost to the Government, the Lessor shall replace carpeting at least every five (5) years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed,
- There are noticeable variations in surface color or texture, and/or
- The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government's systems furniture if directed by the Government

6. SERVICE, UTILITIES, AND MAINTENANCE

6.1 SERVICE, UTILITIES, AND MAINTENANCE OF PREMISES (07/14) - The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment. The Lessor shall provide the following:

- A. Electricity – The Lessor shall coordinate any connection of new power circuits to existing power panels with the manager of the System Support Center at Burlington, VT as the Government-owned engine generator and/or uninterruptible power supply are feeding power panels. Operational Government owned equipment vital to the safety of the flying public remains connected to the power system and would be jeopardized by unauthorized connection. The Lessor will be granted escorted access to Room 120 for the purposes of accessing the building electrical system.
- B. Water (hot and cold) and sewer to leased premises.
- C. Trash removal daily.
- D. Chilled drinking water
- E. Restroom cleaning and supplies, daily
- F. Initial & Replacement lamps, tubes and ballast
- G. Exterior & Interior door locks and hardware – designed to accept 7-pin removable cores manufactured by “Best Lock,” supplied by the Government
- H. Carpet Replacement – includes moving and return of furniture when replacing carpet every year or when the following happens:
 - 1. Backing or underlayment is exposed.
 - 2. Noticeable variations in surface color or texture.

- I. JANITORIAL SERVICES (07/14) – The Government provides its own Janitorial Services. The Lessor is responsible for cleaning and servicing the bathrooms.
- J. MAINTENANCE – The Lessor hereby leases to the Government a fully serviced building maintenance of the building and grounds, including, but not limited to snow removal, grounds keeping, interior electrical and mechanical systems, including the replacement of systems major components, plumbing and its associated fixtures.
- K. FIRE ALARM SYSTEM – The Government agrees to maintain the fire monitoring system for the entire building.
- L. GROUND MAINTENANCE – It is agreed and understood that the Lessor will mow the front of the building and maintain the mulch and shrubs and the Government will mow the back of the building.
- M. ACCEPTANCE OF SPACE (8/02) – The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT’S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all requested alterations within (120 days) days of receipt of approved layout drawings and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the Government. Rent shall commence on the date of the Governments acceptance of the premises for beneficial occupancy.
- N. ALTERATIONS (10/96) – The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor’s approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

6.2 HVAC (01/16) - All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 70-74 degrees Fahrenheit year-round as dictated in the most recent version of ASHRAE Standard 62 – Ventilation for Acceptable Indoor Air Quality. These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the Lease, the Lessor agrees to perform preventative maintenance as needed on all HVAC units (check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements) to ensure compliance. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges (refer to section B4), checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

6.3 MAINTENANCE OF GROUNDS AND WALKWAY (07/14) - The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the normal business hours set forth in the "Service, Utilities, and Maintenance of Premises" clause. The Lessor is responsible for plowing the parking lot.

6.4 LANDSCAPING (01/16) -

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent or minimize pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.EPA.gov/CPG.

6.5 PEST CONTROL (01/16) - The Lessor shall exterminate and control pests within the premises on a periodic basis, not less than annually as required by the Government. Notice and acceptance shall be provided to the Government facility manager and a copy to the Real Estate Contracting Officer (RECO) before any application of herbicide(s)/pesticide(s) or other chemical pest control. No application of pesticides may be performed without the written consent of the FAA facility manager. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Safety Data Sheets (SDS) for all chemicals brought on site shall be provided to the

Government's RECO before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the system is in operation, nor within the leased premises during normal working hours or when the system is in operation.

7 FIRE PREVENTION AND SAFETY

7.1 FIRE AND LIFE SAFETY REQUIREMENTS (01/16) - The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements:

- A. Construction features of the building must comply with state and local building codes in affect at the time of construction or most recent modification.
- B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.
- C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be signed by a Fire Protection Engineer, licensed in the subject property's state, and a copy shall be provided to the RECO.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease in regards to building construction features. If construction or modifications to the leased premises are undertaken at any time during the term of this Lease, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards. The party initiating the construction or modifications is responsible for funding the upgrade of fire and life safety systems when required by applicable codes and standards. The construction or modification to the leased facility must never decrease the level of fire and life safety provided.

Regardless of local code requirements, when the leased space (including garage areas under lease by the Government) is on the 6th floor and above, or below grade, automatic sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for the following:

- A. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan
- B. Publishing and making copies of the EAP and Fire Prevention Plan available to all FAA leased space occupants
- C. Conducting fire or other emergency evacuation drills, at least annually
- D. Conducting review and modification of the EAP and Fire Prevention Plan at least annually
- E. Inviting FAA representation in development, review and modification of the EAP and Fire Prevention Plan

If Lessor requires assistance from the FAA facility manager, there may be consultation on an as needed basis to accomplish the above activities.

7.2 ELECTRICAL SAFETY (01/16) - The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

- A. 29 CFR 1910, Subpart S, *Electrical*
- B. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
- C. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
- D. National Fire Protection Association (NFPA) 70, *National Electrical Code*
- E. NFPA 70E, *Electrical Safety in the Workplace*
- F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
- G. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

The Lessor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment would require a review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols* and requirements ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

7.3 FALL PROTECTION (01/16) - The Lessor shall ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to

perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926 Subpart M, *Safety and Health Regulations for Construction*, and applicable American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toeboards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced above.

7.4 OSHA REQUIREMENTS (10/96) - The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and health standards (29 CFR 1910 and 1926).

7.5 Environmental and Occupational Safety Health (EOSH) REQUIREMENTS (01/16) - The Lessor shall provide space, services, and equipment that comply with the following EOSH standards:

1. 29 CFR 1910, Occupational Safety and Health Standards (General Industry)
2. 29 CFR 1926, Safety and Health Standards (Construction)
3. FAA Order 3900.19, FAA Occupational and Health Program
4. FAA Standard HF-STD-001, Human Factors Design Standard
5. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
6. Local and state EOSH regulations
7. Local and state fire codes and building codes. Compliance with local and state codes generally provides a level of safety that meets or exceeds national consensus standards.
8. Federal, state and local EOSH (OSHA and EPA), Standards and Building Codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the leased premises. Additionally, whenever FAA Standards require work processes or precautions to be provided, the Lessor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, and American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

8 SEISMIC SAFETY

8.1 SEISMIC SAFETY FOR EXISTING BUILDINGS (10/14) - All existing buildings leased by the Government under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-8, Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011. RP-8 is available on-line at (http://wbdg.org/ccb/NIST/nist_gcr11_917_12.pdf) and is available in print from the National Institute of Standards and Technology as NISTIR GCR 11-917-12.

A. Compliance with Life Safety - The Lessor shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-8. The structural engineer certification shall be in the format of the Government-provided "*Life Safety Compliance/ Seismic Certification*" form. If the building cannot be certified in accordance with RP-8, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the "*Life Safety Compliance/Seismic Certification*" form. Buildings meeting the requirements of ASCE31-03 using a safety objective of 'Life Safety' are considered to meet the Government's requirement. Alternatively, if the building qualifies as a Benchmark Building in accordance with RP-8 and as certified on the "*Life Safety Compliance/Seismic Certification*" form, it will be deemed to meet minimum seismic requirements.

8.2 SEISMIC SAFETY FOR EQUIPMENT (04/12) - The Lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

9. SECURITY

9.1 FACILITY SECURITY (04/12) - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: None

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

9.2 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (10/14)

- A. Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.
- B. Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.
- C. Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:
 - 1. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
 - 2. A risk or sensitivity level designation can be made for the position; and
 - 3. The appropriate security-related background investigation/inquiry can be adequately conducted.
- D. Foreign nationals proposed under this contract must meet the following additional conditions:
 - 1. Provide a current passport and Place of Birth in order to successfully pass a Security background check in accordance with the FAA Order 1600.74, Visitor Policy, and
 - 2. Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.
- E. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

9.3 LESSOR PERSONNEL SUITABILITY REQUIREMENTS (10/13)

- A. This clause applies to the extent that this lease requires Lessor's employees, agents, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;
2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Lessor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

- B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease. Those designated risk levels are:

Low risk-escort required refer to paragraph (N).

- C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the Lessor will submit to the Real Estate Contracting Officer (RECO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background

investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the Lessor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the Lessor must submit the required information with a transmittal letter referencing the lease number to:

Federal Aviation Administration
Joint Security & Hazardous Safety Office, East
1200 District Avenue
Burlington, MA 01803
Attention Lynne Flynn, AHE-210, Phone: 781-238-7701

- D. The Lessor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Lessor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
- E. The RECO will provide notice to the Lessor when any Lessor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Lessor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the Lessor will report the action to the RECO and SSE.
- F. No Lessor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the Lessor employee to begin work.

- G. The Lessor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee an identification card, the Lessor must collect the card and submit it to the SSE.
- H. The Lessor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.
- I. The RECO may also, after coordination with the SSE and other security specialists, require Lessor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Lessor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.
- J. The Lessor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Lessor becomes aware of any information that may raise a question about the suitability of a Lessor employee.
- K. Failure to submit information required by this clause within the time required may be determined by the RECO as a material breach of the contract.
- L. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- M. The Lessor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- N. Lessor employees who have not undergone a background investigation must be escorted at all times. In some instances, a Lessor employee may be required to serve as an escort. To serve as an escort, a Lessor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

**9.4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS,
PERSONAL IDENTIFY VERIFICATION (PIV) CARDS, AND VEHICLE
DECALS (10/13) -**

- A. It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to Lessor

employees. Prior to or upon completion or termination of the work required hereunder, the Lessor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When Lessor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

- B. In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold fee for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the Lessor.
- C. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
- D. The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the Lessor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.
- E. Keys must be obtained from the COR who will require the Lessor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Real Estate Contracting Officer (RECO), COR, and Joint Security & Hazardous Office, East. Electronic keying cards are handled in the same manner as metal keys.
- F. Each contract employee, during all times of on-site performance at the Burlington, VT BTV SSC must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.
 - 1. Prior to any Lessor employee obtaining a PIV Card or vehicle decals, the Lessor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the Lessor applicant into the Electronic Questionnaires for Investigations Processing

(eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

2. To obtain the PIV Card, Lessor employee must submit an identification Card/Credential Application (DOT 1681) signed by the Lessor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the RECO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the Lessor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The Lessor will be notified when the DOT 1681 has been approved and is ready for processing by the SSE. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting The Joint Security and Hazardous Material Safety Office, East at 781-238-7728.
3. The Lessor must contact the SSE to obtain the procedures that the Lessor's employees must utilize to obtain their PIV Card.

G. The Lessor is responsible for ensuring final out-processing is accomplished for all departing Lessor employees. Final out-processing must be accomplished by close of business the final workday of the Lessor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

10 ENVIRONMENTAL CLAUSES

- 10.1 RECYCLING (01/16) - Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Lessor shall comply with such State and/or local law, code, or ordinance. In all other cases, the Lessor shall establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.

10.2 INDOOR AIR QUALITY (01/16) - The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (CH₂O), are not exceeded. The indicator levels for office area are as follows: CO less than 5 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 700 PPM (TWA); CH₂O - 0.027 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be required and adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality* And ASHRAE Standard 55, *Thermal Environmental Conditions for Human Occupancy*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

The Lessor will provide SDS to the FAA facility manager for all chemicals cleaning solutions prior to their use in the FAA spaces or other buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.

10.3 MOLD GROWTH IDENTIFICATION AND CONTROL (1/16) - The Lessor shall control mold growth and their sources including excessive levels of moisture and humidity.

Following a water-intrusion event, the Lessor must identify the water source and immediately implement water-extraction and -drying efforts. Once the water source is identified, the Lessor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24–48 hours of water damage from clean water sources, (e.g., water supply lines, rainwater, and snowmelt from rooftops) all building materials must be dried to a moisture level that will not support mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion)

water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation contractors training and licensing must be followed.

The Lessor must coordinate with the FAA Facility Manager regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA- approved biocides in air conveyance systems.

10.4 DRINKING WATER (01/16) - The lessor shall ensure that drinking water provided in the leased space meets the standards prescribed in Safe Drinking Water Act, 42 U.S.C § 300. The lessor shall test the sources of drinking water in the leased space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three years to ensure water quality (e.g., lead, copper, total coliforms). If the lessor performs plumbing and/or renovation work in the leased space that impacts the drinking water (i.e., replacement of water lines), the lessor shall test the drinking water in the area affected by the plumbing and/or renovation work. The Lessor shall provide a copy of any test report to the RECO and facility manager.

10.5 HAZARDOUS MATERIALS (04/12) - The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, Prevention, Control, and Abatement of FAA Environmental Pollution; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, Protection of Stratospheric Ozone; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, Asbestos, and FAA Order 1050.20A, Airway Facilities Asbestos Control Program.

10.6 HALON (04/12) - Halon must not be used as a fire extinguishing system in any FAA leased space.

10.7 RADON (01/16) – Lessor must provide the FAA with a Radon Evaluation Report for the leased facility when requested. Radon air levels in leased

premises to the FAA must meet applicable standards of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor will develop and promptly implement a plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Testing shall be done in accordance with EPA guidance for accreditation and certification in radon testing.

10.8 REFRIGERANTS (8/02) - The Lessor will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirement.

10.9 ASBESTOS (01/16) - The Lessor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:

1. 29 CFR 1910.1001, Asbestos (General Industry)
2. 29 CFR 1926.1101, Asbestos (Construction)
3. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA)
4. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)
5. FAA Order 1050.20
6. FAA Order 3900.19
7. State and local asbestos regulations

Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, which space is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements. The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 5 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA, EPA, and state/local regulations for asbestos, and FAA Orders.

The leased premises and common areas frequented by FAA employees (such as restrooms, corridors, and lobbies) shall be free of all asbestos-containing material during the time of this lease. If Asbestos Containing Materials (ACMs) are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action is required by OSHA, EPA, state and local requirements. All facilities are required to have a current and thorough asbestos building survey or an asbestos free certification (in accordance with Federal, state and local regulations) conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

If there is ACM remediation performed, the Lessor must provide the RECO and the FAA Facility Manager with an asbestos re-inspection report which indicates the location and condition of all ACM in the FAA leased areas and common areas of the facility.

The Lessor must ensure that there is a written Asbestos Operations and Maintenance (O&M) Program Plan for the facility which details the specific methods and procedures to manage the asbestos materials and maintain them in good condition. The plan, approved by the Government, must be implemented from the time the materials are discovered through the remainder of the lease term.

The Lessor must ensure that asbestos warning labels and signs are posted in accordance with OSHA regulations.

Prior to the start of any construction, renovation or maintenance activities at the facility that will impact building materials, the Lessor shall ensure that a determination has been made as to whether ACM will be impacted as part of the work. If ACM will be impacted, the Lessor must ensure that corrective actions are taken to prevent FAA employees from exposure to asbestos fibers.

If the Lessor supplies the janitorial or maintenance contracts, those employees must be informed of the presence and location of asbestos at the facility.

"Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

"Corrective Action", as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by qualified, licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA

requirements. Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program requirements.

10.10 WARRANTY OF SPACE (01/16) - The Lessor warrants that all space leased to the Government under this contract must comply with Federal, state, and local regulations. The space lease is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways).

Optional General Clauses

10.11 WIRING FOR TELEPHONES (10/96) - The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring installed by the Lessor, if available. However, the final decision will remain the Government's.

10.12 INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (04/12) - The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

CLOSING

NOTICES - All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
Burlington International Airport
City of Burlington
1200 Airport Drive #1
So. Burlington, VT 05403

TO THE GOVERNMENT:
Federal Aviation Administration

Real Estate & Utilities Group, ALO-620 Boston
1200 District Avenue
Burlington, MA 01803

ATTACHMENTS

Exhibit "A" Schedule of Space
Exhibit "B" Floor Plan
Exhibit "C" Operating/Utility Expenses

This Lease Supersedes Lease No. DTFAEN-12-L-00033

IN WITNESS WHEREOF, the parties hereto have signed their names.

**Burlington International Airport
City of Burlington**

BY

Signature Title Date

Print Name

UNITED STATES OF AMERICA

BY

Signature Real Estate Contracting Officer Title Date

Print Name

CORPORATE ACKNOWLEDGEMENT

I _____, certify that I am the _____ of

(State, County, Municipality or other Authority)

Named in the foregoing agreement that _____ who signed

Lease No. DTFAEN-16-L-00084 on behalf of _____ was the

_____ of said _____ that said agreement was duly

signed for on behalf of said _____ by authority of its governing body and

is within the scope of its powers.

(Signature)

(Corporate Seal)

EXHIBIT "A"

SCHEDULE OF SPACE

The Lessor leases to the Government approximately 3,498 square feet consisting of the following rooms:

ROOMS

105

106

108

109

111

- 112
- 113
- *120
- 121
- 122

The Government shall also have access to the Men's and Ladies room, in common with others.

* The Lessor will be granted escorted access to Room 120 to access the building electrical system.

EXHIBIT "C"

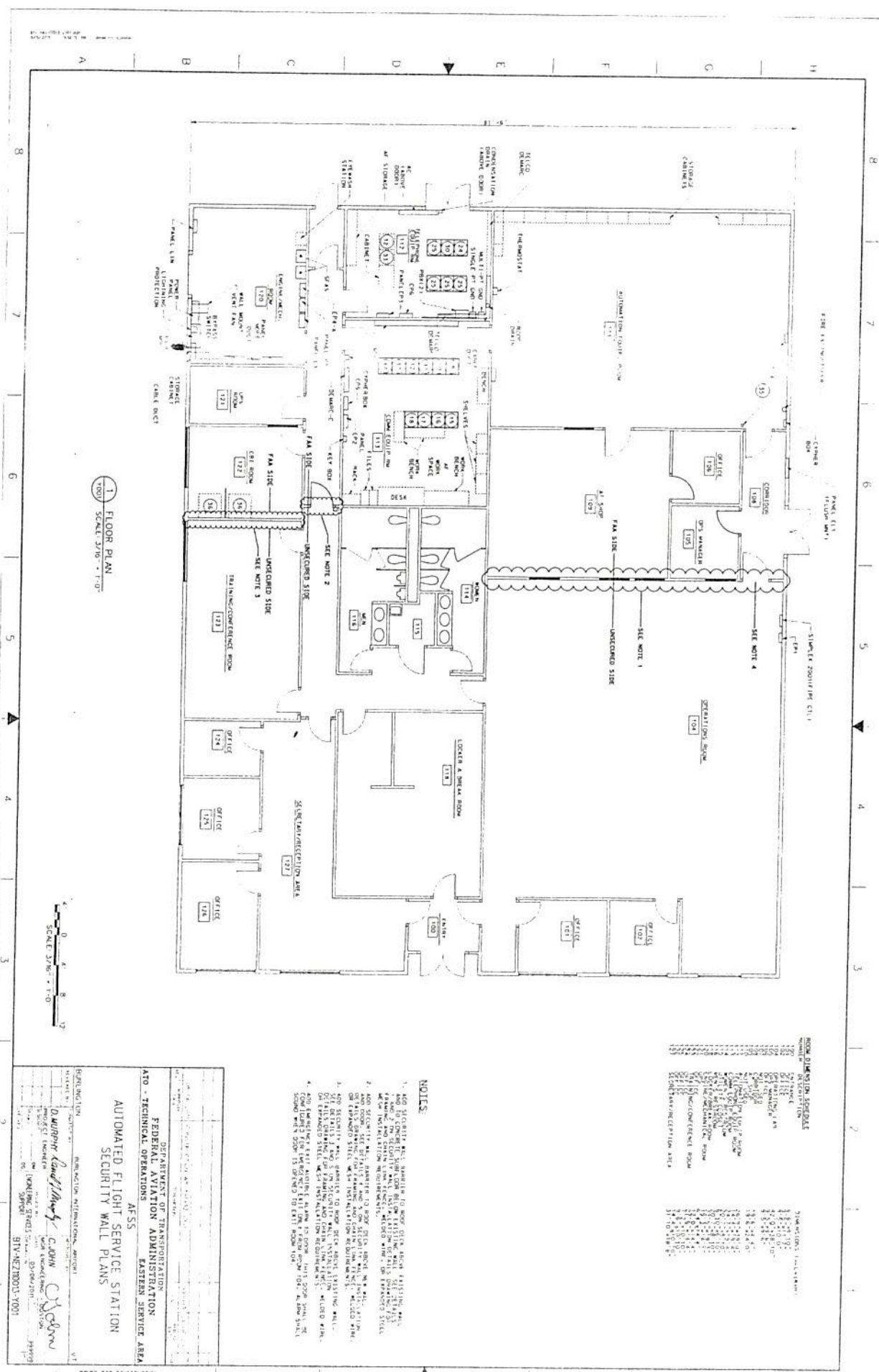
OPERATING REPLACEMENT EXPENSES

<u>UTILITIES</u>	<u>PER SQ. FT. COST</u>
Electricity	\$3.59
Gas	\$1.13
Water, Sewage	\$.15
Maintenance & Repairs	\$2.29
Landscaping, Snow Removal	\$.38
Administrative Fees	\$1.38

Lease No. DTFAEN-16-L-00084BTV SSC
Burlington, VT

TOTAL \$8.92

EXHIBIT "B"



1 FLOOR PLAN
SCALE 3/8" = 1'-0"

SCALE 3/8" = 1'-0"

ROOM DIMENSION SCHEDULE

ROOM NO.	DESCRIPTION	WIDTH (FEET)	DEPTH (FEET)	AREA (SQ. FEET)
100	OFFICE	12.0	12.0	144.0
101	OFFICE	12.0	12.0	144.0
102	OFFICE	12.0	12.0	144.0
103	OFFICE	12.0	12.0	144.0
104	OPERATIONS ROOM	12.0	12.0	144.0
105	CONFERENCE ROOM	12.0	12.0	144.0
106	CONFERENCE ROOM	12.0	12.0	144.0
107	CONFERENCE ROOM	12.0	12.0	144.0
108	CONFERENCE ROOM	12.0	12.0	144.0
109	CONFERENCE ROOM	12.0	12.0	144.0
110	CONFERENCE ROOM	12.0	12.0	144.0
111	CONFERENCE ROOM	12.0	12.0	144.0
112	CONFERENCE ROOM	12.0	12.0	144.0
113	CONFERENCE ROOM	12.0	12.0	144.0
114	CONFERENCE ROOM	12.0	12.0	144.0
115	CONFERENCE ROOM	12.0	12.0	144.0
116	CONFERENCE ROOM	12.0	12.0	144.0
117	CONFERENCE ROOM	12.0	12.0	144.0
118	CONFERENCE ROOM	12.0	12.0	144.0
119	CONFERENCE ROOM	12.0	12.0	144.0
120	CONFERENCE ROOM	12.0	12.0	144.0
121	CONFERENCE ROOM	12.0	12.0	144.0
122	CONFERENCE ROOM	12.0	12.0	144.0
123	CONFERENCE ROOM	12.0	12.0	144.0

- NOTES**
1. ALL STAIRS, ELEVATORS, AND ESCAPE ROUTES SHALL BE CONSIDERED AS PART OF THE SECURITY WALL. SEE DETAIL 11-11-1.
 2. ALL SECURITY WALLS SHALL BE CONSIDERED AS PART OF THE SECURITY WALL. SEE DETAIL 11-11-1.
 3. ALL SECURITY WALLS SHALL BE CONSIDERED AS PART OF THE SECURITY WALL. SEE DETAIL 11-11-1.
 4. ALL SECURITY WALLS SHALL BE CONSIDERED AS PART OF THE SECURITY WALL. SEE DETAIL 11-11-1.

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
EASTERN SERVICE AREA
AFSS
AUTOMATED FLIGHT SERVICE STATION
SECURITY WALL PLANS**

DESIGNED BY: *Dawson, Keady, Mandy*
CHECKED BY: *COVON*
DATE: 10/1/70
SCALE: 3/8" = 1'-0"
PROJECT NO.: 817-NEZ10001-1001

LEASE NO. DTFAEN-16-1-00084

LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____, 2016, and effective as of ____ day of _____ 2016, by and between the City of Burlington, a municipal corporation in the State of Vermont (hereinafter referred to as "Lessor" or "City"), and Shelburne Limestone Corporation, a corporation authorized to do business in the State of Vermont (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor owns and operates an airport known as the Burlington International Airport located in South Burlington, Vermont, which airport and any additions or improvements or changes therein which the City hereafter makes or authorizes are herein collectively called the "Airport"; and

WHEREAS, Lessee desires to rent from Lessor Pod #3 located in the Alert Hangar Building, so called, together with certain ramp space at the Airport,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereby covenant and agree as follows:

1. PREMISES

Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor, Pod # 3 located in the Alert Hangar Building, so called, on the Airport, and an area immediately surrounding Pod #3, as shown on the plan or sketch attached hereto and marked Exhibit "A" (specifically made a part hereof and incorporated herein), said

Pod #3 parcel containing approximately 5,625 square feet, together with the ramp area shown on Exhibit "A" and consisting of approximately 8,625 square feet (hereinafter called "Leased Premises").

2. TERM

The term of this Agreement shall commence on _____, and continue for three years after which the agreement will continue on a month-by-month basis until the parties execute a new Lease or Amendment.

3. USE OF PREMISES

Pod #3 shall be used and occupied solely for the parking of aircraft owned exclusively by Lessee within the Leased Premises and for no other purpose or purposes without the written consent of Lessor. Lessee shall use the Ramp Area for the parking and tying down of aircraft owned exclusively by Lessee, and for no other purpose without the express written consent of Lessor. Notwithstanding the foregoing, Lessee may use the Leased Premises or the Ramp Area for maintenance or servicing of aircraft provided said aircraft is owned exclusively by Lessee. Lessee must comply with the Burlington International Airport Adopted Minimum Standards at all times, which may be amended from time to time.

4. RENTAL

For and during the Term hereof, Lessee agrees to pay Lessor the following annual Rental for the use and occupancy of the Leased Premises and as consideration for the privileges conferred upon Lessee by this Agreement, in equal monthly installments on or before the first day of each and every month, in advance, without billing, at the office of the

Director of Aviation. Any rental amount payable which shall not have been paid by the first day of the month to which it applies shall bear interest at the rate of one and a half percent (1 1/2%) per month, which interest shall be paid by Lessee in addition to the rental amount.

a. Pod #3. Seven Thousand One Hundred Ninety One Dollars and Seventy Cents (\$7,191.70) per annum, adjusted by the application of any change in the value of the dollar from January of the preceding year to January of the current year according to the Consumer Price Index (CPI) for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor or 3% of the current rate whichever is higher. In no event shall the new rates be less than the immediately preceding rate. As a time lapse occurs in the issuing of the CPI, all adjustments will occur at the start of the month following the publication of the CPI.

b. Ramp Area. Three Thousand One Hundred and Fifty Five Dollars and Twenty Seven Cents (\$3,155.27) per annum, adjusted by the application of any change in the value of the dollar from January of the preceding year to January of the current year according to the Consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor or 3% of the current rate whichever is higher. In no event shall the new rates be less than the immediately preceding rate. As a time lapse occurs in the issuing of the CPI, all adjustments will occur at the start of the month following the publication of the CPI.

c. In the event that the United States Department of Labor discontinues publication of the Consumer Price Index or data from which the index can be directly computed, or if the method for the determination of such index is substantially different than that existing at

the time this Agreement is executed, the basis for the rental rate will be an annual adjustment of 3%.

5. AGREEMENT SUBORDINATE

This Agreement shall be subject and subordinate to the following:

a. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft;

b. This Agreement shall be subordinate to the provisions of any existing or any future agreement between Lessor and the State of Vermont and/or the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State Funds for the development of the Airport.

c. Lessor's right, during time of war or national emergency to lease the landing facilities or any part thereof, or to otherwise permit the use thereof on an exclusive basis, by the United States of America or the State of Vermont for military use; the provisions of this Agreement, to the extent that they are inconsistent with the superior right, shall be suspended during any such period.

6. LESSOR OBLIGATIONS

Lessor covenants and agrees that it has lawful possession of the Leased Premises and had good and lawful authority to execute this Agreement.

7. LESSEE OBLIGATIONS

Lessee covenants and agrees:

a. To pay the rent, fees and other charges herein reserved at such times and places as the same are payable;

b. To furnish to the Leased Premises and to pay all charges for telephone service, trash removal, snow removal and janitorial service, water, electric power, heat, gas, air conditioning and other public utilities of every kind;

c. To keep and maintain all parts of the Leased Premises and related and associated appurtenances, in good condition, order and repair during the term of this Agreement, including but not limited to painting, lighting, removal of snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, installed and operating equipment, and utility services.

d. To observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Lessee for its use of the Leased Premises, including, but not limited to, ordinances, rules and regulations promulgated from time to time by or at the direction of Lessor for the administration of the Airport; and at its own expense to submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the

construction of any fixed improvements on the Leased Premises, including, but not limited to, any Environmental Board or Board of Health. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that Lessor be the applicant of record.

e. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the land hereby demised, or any part thereof, the leasehold of Lessee, herein, the premises described herein, any building or buildings, or any other improvements now or hereafter thereon, or on or against Lessee's estate hereby created which may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Agreement, during the entire term hereof.

Specifically and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same as they shall fall due and before they shall become delinquent. All of the taxes and charges under this section shall be prorated at the commencement and expiration of the term hereof. Lessee shall have the right to contest the amount or validity of any such tax or assessment by appropriate legal proceedings in its own name or in the name of Lessor. Lessor shall have the right to participate in legal proceedings in connection with the contest or

assessment of any such taxes or assessment at the Lessor's election, if Lessor is alleged to be liable for the payment of such taxes or any part thereof. Lessee shall pay all costs and expenses arising therefrom except Lessor's expense for legal counsel.

Lessee shall pay to Lessor its proportionate share of the premiums payable by Lessor for "casualty insurance", as hereinafter defined, carried by Lessor covering the building, and improvements, in which the Leased Premises is located. As used herein, "casualty insurance" means insurance covering risk of damage to or destruction of the building, and improvements, in which the Leased Premises is located and/or loss of rentals caused thereby, including but not limited to fire and extended coverage and, if carried by Lessor, vandalism and malicious mischief.

Lessee 's proportionate share of the aforesaid insurance premiums for or during the term hereof, as determined by Lessor, shall be paid by Lessee to Lessor in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Lessor as evidenced by a written notice thereof delivered from Lessor to Lessee. If the total amount paid by Lessee under this section shall be less than the actual amount due from Lessee for such year, Lessee shall pay to Lessor the difference between the amount paid by Lessee and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Lessor; and if the total amount paid by Lessee hereunder shall exceed the actual amount due from Lessee the excess shall be credited against the next monthly insurance premiums due from Lessee to Lessor or such excess shall be refunded to Lessee. All amounts due hereunder shall be payable to Lessor at the location where rental is payable.

f. Lessee shall keep and hold the Lessor herein and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons (including death) or property sustained in or about the Airport, as a proximate result of the acts or omissions of the Lessee, its agents, servants, or employees, or arising out of the operations of the Lessee upon and about the Airport, excepting such liability as may result from the sole negligence of the Lessor, its officers, directors, servants, agents or employees; provided, however, that upon filing of any claim with the Lessor for damages arising out of incidents for which Lessee herein agrees to hold Lessor harmless, then and in that event the Lessor shall notify Lessee of such claim and Lessee shall have the right to settle, compromise or defend the same. Lessee shall further use legal counsel reasonably acceptable to the Lessor in carrying out Lessee's obligations hereunder. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount, where the time for appeal therefrom has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this Agreement.

g. To commit no actionable waste or nuisance upon the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of any such waste or nuisance on the Leased Premises or the Airport.

h. To procure and maintain in effect during the term of this Agreement comprehensive general public liability insurance with responsible insurance underwriters,

qualified to transact business in the State of Vermont, and naming Lessor as an additional insured, insuring against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Lessee's use and occupancy of the Leased Premises or otherwise caused by the activities and operations of Lessee on or about the Leased Premises; with liability limits of not less than \$1,000,000.00 for any one person, and not less than \$5,000,000.00 for any accident, involving injury (including wrongful death) to more than one person, and not less than \$5,000,000.00 for property damage resulting from any one accident. If Lessor determines that it is desirable for Lessee to maintain insurance with coverage limits higher than the foregoing limits, within thirty (30) days after Lessor's request therefor Lessee shall provide Lessor with an insurance policy whose limits are not less than those requested by Lessor. Lessee shall furnish Lessor with a certificate of such insurance, within ten (10) days after execution of this Agreement, which shall provide that Lessor is an insured under said policy, and Lessee shall provide Lessor thereafter with renewed certificates of such insurance at no less than six (6) month intervals. Lessor shall have the right to examine such insurance policy upon reasonable notice to Lessee.

Lessee shall furnish to Lessor satisfactory evidence that it carries workmen's compensation insurance in accordance with the laws of the State of Vermont.

If at any time during the term hereof, Lessee shall fail to obtain and maintain the insurance as required herein, Lessor may effect such insurance by taking out policies in companies satisfactory to Lessor. The amounts of the premium or premiums paid for such insurance by Lessor shall be payable by Lessee to Lessor with the installments of rent thereafter next due under the terms of this Agreement.

i. To erect, construct, install, or make, or cause to be erected, constructed, installed, or made, all improvements on or to the Leased Premises which are deemed fit or proper for the conduct of its business. All additions or improvements shall be subject to the prior written consent of Lessor, said consent not to be unreasonably withheld. All improvements or alterations erected or made to the Leased Premises shall on expiration or sooner termination of this Agreement belong to Lessor without compensation to Lessee.

j. To observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of Lessor for the administration of the Airport.

k. That the management, maintenance and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to Lessor.

l. To properly handle, remove and dispose of any and all lubricants and/or hazardous waste and to maintain the Leased Premises in a clean and safe condition.

m. Lessee unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless Lessor from and against all loss, cost and expense (including, without limitation, attorney's fees) of whatever nature suffered or incurred by Lessor on account of the existence on the Leased Premises, or the release or discharge from the Leased Premises, of "hazardous substances," including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against Lessor or the

Leased Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of hazardous substances or the imposition of a lien on any part of the Leased Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of hazardous substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by Lessor in enforcing or seeking enforcement of the liability of Lessee under this indemnification.

For the purposes of this Section, "hazardous substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring's, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect("TSCA") and the

Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

Notwithstanding the foregoing, Lessee's indemnification obligation does not extend to conditions that existed prior to Lessee's use of the Leased Premises.

Lessee agrees to provide and agrees to require all approved assignees, subcontractors, sublessees, or underlessees of the Leased Premises to provide an annual written report to the Director of Aviation by March 1, 2012 and annually on the same day thereafter, describing in reasonable detail all products and materials containing Hazardous Substances which have been present on the Leased Premises during the preceding calendar year. Such report shall include for such period (i) product name or other description of each product containing such substances, (ii) quantities of each product consumed, (iii) the general purpose of each product, and (iv) a description of the storage and disposal methods for each product. Lessee shall maintain and require its assignees, subcontractors, sublessees, or underlessees to maintain records of the disposal of all waste products containing Hazardous Substances, which will be available to the Lessor upon request for inspection and copying.

8. MUTUAL COVENANTS

In connection with Lessor's leasing of the Leased Premises to Lessee, the parties mutually covenant and agree that:

a. If the Leased Premises or any part thereof are rendered untenable by public authority, or by fire or the elements, or other casualty, except such as shall have resulted

from the negligence or willful conduct of Lessee, Lessee may, at its option, terminate this Agreement by written notice to Lessor.

b. Lessee acknowledges that other entities engaged in the same or similar operations will be leasing space adjacent to the building which contains the Leased Premises. Lessor reserves the right to enact a series of protective covenants, applicable to Lessee and all other such entities to insure the efficient, orderly and coordinated exercise of such operations. Lessor shall consult with Lessee before enacting such protective covenants and shall attempt reasonably to accommodate Lessee's interests, but Lessee shall be obligated to adhere to such protective covenants when they are enacted and in effect.

9. ENTRY ON PREMISES

Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

a. To inspect the Leased Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement and Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities so as to permit the exercise of Lessor's rights hereunder; or

b. To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Leased Premises and to construct, maintain, repair, relocate and remove such

facilities in the future if necessary to carry out the master plan of development of the Airport, provided, however, that said work shall in no event unduly disrupt or interfere with the operations of Lessee. Nothing herein shall be construed to impose upon Lessor any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the Leased Premises and Lessor shall not in any event be liable for any damage to the Leased Premises or to any property of Lessee or of any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of Lessor, its employees or agents.

10. LESSOR CANCELLATION RIGHTS

Lessor shall have the right, upon thirty (30) days advance written notice to the other, to cancel this Agreement in its entirety with Lessee hereby agreeing to quit/vacate the Leased Premises entirely and forthwith, upon or after the happening of one or more of the following events, if said event(s) shall then be continuing:

a. If Lessee shall fail for thirty (30) days after due date to pay the rental charges or other money payments (including but not limited to payments for taxes) required by this Lease Agreement;

b. If Lessee shall default in fulfilling any of the other terms or conditions of this Lease Agreement and shall fail to remedy said default within forty-five (45) days following Lessee's receipt of written demand from Lessor to do so except that if the nature of such default is such that it cannot be remedied within said forty-five (45) days, then Lessor shall have the right to cancel if Lessee shall have failed to commence

remedying such default within said forty-five (45) days or, having so commenced, shall fail thereafter to continue with diligence the curing thereof;

c. If Lessee or any sublessee shall voluntarily abandon and discontinue the conduct and operation of its service at the Airport for a continuous period of thirty (30) days;

d. If any fixed improvement on the Leased Premises shall be totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to its previous condition;

e. If Lessee for any reason claims or is alleged to be bankrupt (voluntary or involuntary), or otherwise insolvent.

11. LESSEE CANCELLATION RIGHTS

Lessee shall have the right upon thirty (30) days advance written notice to Lessor, to cancel this Lease Agreement in its entirety upon or after the happening of one or more of the following events, if said event(s) shall then be continuing:

a. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises or preventing or restraining the use of the Airport for the usual Airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for the Lessee's operations on the Airport, which remains in force , unvacated or unstayed for a period of at least sixty (60) days;

b. Lessor's default in the performance of any of the terms or conditions imposed upon it by this Lease Agreement and its failure to cure such default within a period of

sixty (60) days following Lessor's receipt of written demand from Lessee to do so, except that, if the nature of such default is such that it cannot be cured within said sixty (60) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence remedying such default within sixty (60) days or, having so commenced, shall fail thereafter to continue with diligence the curing thereof;

c. If any fixed improvement on the Leased Premises shall be totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to its previous condition;

d. In the event of destruction of all or a material portions of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the Federal or any State or local government shall occupy the Airport or substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action of normal civilian traffic at the Airport or the use of airplanes by general public, and any said events shall result in material interference with Lessee's normal operations continuing for a period in excess of sixty (60) days.

12. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors upon the Leased Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Leased Premises, by or at the direction of Lessee, within a reasonable time not to exceed three (3) months from the completion of any such construction. Provided, that if

Lessee is in the process of contesting, in good faith, the assertion of any such lien, it shall have a period of six (6) months to remove such lien.

13. FORCE MAJEURE

Neither Lessee nor Lessor shall be deemed in violation of this Agreement if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

14. RELOCATION BY LESSOR

In the event that proper, planned and orderly development of the Airport shall require that Lessor devote any part of the Lease Premises to a different use than that

contemplated by the Lease Agreement, Lessor shall have the right, upon ninety (90) days advance written notice to Lessee to relocate all or part of the Leased Premises. Said relocated premises shall be of comparable area, as conveniently located as is reasonable considering all demands for space at the Airport and shall be replacement premises of the same or substantially similar quality as those premises vacated.

15. ASSIGNMENT

The activities, uses, privileges, and obligations authorized herein are personal and Lessee shall not assign, transfer in any fashion (including by stock sale), sub-contract, sublet, or underlet the same or any portion thereof, without the prior express consent of Lessor in writing and any purported assignment or subcontract in violation hereof shall be void.

16. EXCLUSIVITY - NON-DISCRIMINATION

a. Lessee agrees that in the exercise of any of the rights and privileges herein granted for the furnishing of any aeronautical services to the public that it will:

1. Furnish any such service on an fair, equal, and nondiscriminatory basis to all users thereof, and
2. Charge fair, reasonable, and non-discriminatory prices for any such unit or service; provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

b. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of Federal Aviation Act of 1958.

c. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises, (2) that in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21 Non-Discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises, and hold the same as if said Agreement had never been made or issued.

d. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R., Part 152 Subpart E, to insure that no persons shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment

activities covered in 14 C.F.R., Part 152, Subpart 19 E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

17. GENERAL PROVISIONS

a. Any notice or other communication from either party to the other pursuant to this Agreement shall be deemed sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Lessor: Director of Aviation
Burlington International Airport
1200 Airport Drive, Box 1
So. Burlington, VT 05403

For LESSEE: Dennis Demers, President
Shelburne Limestone Corporation
PO Box 359
Essex Junction VT 05452

or to such other address as the party to be given such notice shall from time to time designate to the other by notice given in accordance herewith.

b. The term "Lessor" or "City" as used in this Agreement means the City of Burlington, and where this Agreement speaks of approval and consent by the City, such

approval is understood to be manifested by act of the Director of Aviation, except as otherwise expressly stated in this Agreement.

c. No acceptance by Lessor of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of Lessor to terminate this Agreement.

d. A waiver by Lessor of any default of Lessee, or by Lessee of any default by Lessor, in the performance of any of the covenants, terms or conditions of this Agreement shall not be deemed or considered to be a waiver of any other matter, and the various rights, powers, privileges, options and remedies of Lessor and Lessee herein contained shall be cumulative, and no one of them shall be deemed to be exclusive of any other, or exclusive of any rights, powers, privileges, options or remedies provided by law.

e. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

f. This Agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of subsequent date hereto executed by both parties by their respective officers or other persons duly authorized.

g. In the event any term, covenant or condition herein contained is hold to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

h. The sectional or paragraph headings throughout this Agreement are for the convenience of Lessor and Lessee and are not intended nor shall they be used to construe the intent of this Agreement or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

i. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against Lessor, it being stipulated and agreed that Lessee participated in the drafting hereof. This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

18. HOLDING OVER

Lessee shall yield and deliver peaceably to Lessor possession of the Leased Premises on the date of expiration or sooner termination of this Agreement. It is agreed and understood that any holding over by Lessee after the termination of this Agreement shall not renew and extend the Agreement but shall operate and be construed as a tenancy from month to month for which Lessee agrees to pay to Lessor double the Rental. Lessee shall be liable to Lessor for all loss or damage on account of any such holding over against Lessor's will after the termination of this Agreement, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing payment by the Lessor in the event that Lessee fails or refuses to surrender possession shall not operate to give Lessee any right to remain in possession nor shall it constitute a waiver by the Lessor of its right to possession.

19. SECURITY

Lessee hereby acknowledges that Lessor is required by 49 C.F.R. Part 1542, as amended from time to time (“TSA 1542”), to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the Security Identification Display Area as defined in TSA 1542 (“SIDA”) and/or the AOA, as defined below. Lessee understands that the Lessor has met said requirements by developing an Airport Security Program (“ASP”) for the Airport, and Lessee warrants, covenants and agrees to be fully bound by an immediately responsive to the requirements of TSA 1542 and the ASP in connection with Lessee’s exercise of the privileges granted hereunder, and to impose similar requirements on any sublessees.

Lessee shall not do or permit its agents, employees, contractors, or suppliers to do anything at the Airport that would be in conflict with or violate the requirements of any Federal, State or local law, regulation, or security directive regarding airport security, TSA 1542, or the ASP, as they may be amended from time to time. Lessee shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure the Lessee’s agents, employees, contractors, suppliers, and sublessees, if any, are in compliance with all security requirements. Lessee shall be responsible for all costs associated with obtaining such badge and/or access privileges.

“AOA” means those aircraft operating areas of the Airport used for landing, taking-off, movement and parking of aircraft, as the same now exists or as the same hereafter may be added to modified, changed or developed.

Lessee agrees that if a prohibited incursion into the SIDA or AOA occurs, or if the safety or security of the SIDA or AOA or other sterile area of the Airport is breached by or due to the negligence or willful act or omission of Lessee's or any of its employees, agents, representatives, contractors, subcontractors, consultants, licensees, independent contractors, invitees, visitors, guests, patrons, or permittees and such incursion or breach results in a civil penalty action being brought against Lessor by the U.S. Government, Lessee shall reimburse Lessor for all expenses, including attorneys' fees and litigation expenses, incurred by Lessor in defending against the civil penalty action and for any civil penalty or settlement amount paid by Lessor as result of such action or inaction, incursion or breach. Lessor shall notify Lessee of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government related to action or inaction of Lessee.

20. LIVABLE WAGE

The City has in effect a livable wage ordinance. This livable wage ordinance is applicable to service contracts with the City (as opposed to the purchasing of goods) where the total amount of the contract or contracts with the same person or entity exceeds \$15,000 for any twelve-month period. Airport property leases are considered contracts covered under the ordinance.

Lessee shall comply with the livable wage ordinance to the extent that it is a covered employee under the ordinance and the ordinance is otherwise applicable.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

CITY OF BURLINGTON

Witness BY: _____
Director of Aviation, Gene Richards

Witness

SHELBURNE LIMESTONE CORPORATION

Witness BY: _____
President

Witness

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Dated at Burlington, Vermont, this day of _____, 2016, personally appeared Gene Richards, Director of Aviation, City of Burlington, and acknowledged the foregoing instrument by him signed and sealed to be his free act and deed and the free act and deed of the City of Burlington.

Before me, _____
Notary Public
My Commission Expires: _____

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Dated at _____, this day of _____, 2016, personally appeared _____, and acknowledged the foregoing instrument by him/her signed and sealed to be his/her free act and deed and the free act and deed of Shelburne Limestone Corporation.

Before me, _____
Notary Public
My Commission Expires: _____



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Burlington International Airport, Board of Commissioners

FROM: Burlington International Airport Staff

DATE: June 20, 2016

SUBJECT: Passenger Facility Charge Application Assistance – Hoyle Tanner and Associates

The Burlington International Airport (BTV) seeks Airport Board of Commissioners approval and recommendation to the City of Burlington Board of Finance and City Council for a contract with Hoyle Tanner & Associates (HTA) in the amount of **\$63,700** for the technical assistance, coordination, analysis, preparation, and submittal of BTV's 2016 Passenger Facility Charge (PFC) Program, attached please find a draft contract.

The PFC program is a federally guided program that allows the collection of fees up to \$4.50 for every enplaned passenger at commercial airports. At BTV, airlines collect these fees on behalf of the airport through their ticket purchases, retains \$0.11 and remits \$4.39 to BTV for each enplaned passenger. The collection and the expenditure of these funds must be approved by the Federal Aviation Administration, therefore, a new application must be submitted at this time to account for upcoming projected projects, all of which would come to the commission prior to moving forward.

The items related to this year's PFC Application amendment consists of Snow Removal Equipment which the commission reviewed and approved on the January 25, 2016 agenda, item 6.2. Other items on the application includes long term planning opportunities and development, as well as reimbursement of all local share expenditures from our most recent Airport Improvement Program Grants. The cost of the consultant contract has been included and will be reimbursed 100% through this PFC application.

Thank you for your continued support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802) 863-2874 (TTY)
Fax: (802) 863-7947
www.btv.aero

AGREEMENT FOR PROFESSIONAL SERVICES

PASSENGER FACILITY CHARGE (PFC) APPLICATION ASSISTANCE

This is an agreement between Burlington International Airport (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client's project which is generally described as PFC Application Assistance. The Consultant's services under this agreement are generally described as follows: assist client with PFC application.

The effective date of this Agreement is January 14, 2016. Client and Consultant further agree as follows:

Article 1: Scope of Services

Consultant shall provide the services set forth in Exhibit A.

Article 2: Client's Responsibilities:

The Client shall provide to the Consultant all of Client's criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

The Client shall provide the Consultant with all information available to the Client pertinent to the Consultants work under this Agreement. The Client shall assist the Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for the Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and non-destruction observations of the applicable site.

It may be necessary for the Consultant's personnel and/or subconsultants to enter areas of the Project property. The Client shall arrange for and provide the Consultant with access to such areas on a timely basis.

The Client shall examine all documents prepared for the Project by the Consultant; and at the Client's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise the Consultant of any opinion or recommendations resulting from said advice.

The Client shall give prompt notice to the Consultant whenever the Client becomes aware of anything that would have a significant effect on the scope or timing of the Consultant's services.

The Client shall bear all costs related to compliance with this Article of this Agreement.

If the Client engages a construction manager or any other professionals for the Project in addition to the Consultant; the Client must define the duties and responsibilities of each professional services provider.

During the construction of the project the Client or his designated representative, other than the Consultant, shall attend the following meetings: Pre-construction bid meeting, bid opening, pre-construction conference, construction progress meetings, and Project completion meetings.

The Client shall advise the Consultant of any safety or security programs which may be applicable to the Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay the Consultant's performance of services.

Client's responsibilities may include those included in Exhibit A.

Article 3: Schedule

Consultant is authorized to begin providing services on the effective date of the Agreement. The Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of the Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Specific schedule requirements for providing services may be provided in Exhibit D.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

Article 4: Compensation and Payment for Services

The Consultant shall charge for all services requested by the Client and rendered by the Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by the Consultant under this Article and the payment of said charges by the Client shall constitute full compensation for all expenses incurred by the Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and the Consultant's profit; and Subconsultants engaged by the Consultant for the Project, if any.

The Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

The Consultant shall prepare and submit monthly applications for payment for services completed

under this Agreement.

Invoices shall be the Consultant's standard form or other form approved by Client.

Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) days' notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice, however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that the Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate the Client accordingly within 30 days of such determination.

Article 5: Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Article 6: Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Article 7: Compliance with Laws and Regulations

The Consultant shall review codes, regulations, and laws applicable to Consultant's services and shall exercise professional care to design in compliance with all applicable codes, regulations and laws in effect as of the effective date of this Agreement. Consultant cannot warrant that the applicable interpreting or enforcing authority will similarly interpret such requirements.

If such codes, regulations and laws change during the project and are imposed during the project by government authorities with jurisdiction over the project, such changes may require changes to the Consultant's scope of services, schedule and compensation.

Article 8: Underground Facilities

The location of underground facilities may be required in order to perform subsurface explorations for the project and the location of underground facilities may be shown on the construction Contract drawings.

Unless otherwise provided, Client shall provide Consultant with the locations of underground facilities, structures and utilities. If the locations are not known, are inaccurate or cannot be confirmed, Client accepts and retains all risk of damages or losses resulting from the exploration work.

Consultant will take reasonable precautions to avoid damage to underground facilities and shall coordinate the locations of such facilities with known owners of the facilities.

The information shown on the construction Contract drawings with respect to underground facilities shall be based on information furnished by the facility owners to the Client and Consultant and Consultant shall not be responsible for the accuracy or completeness of such information.

If conditions or locations of underground facilities are found to be different during construction appropriate adjustments, if any, shall be made in accordance with the provisions of the construction Contract.

Article 9: Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

The Consultant, including the resident project representative if provided, does not assume any responsibility for the Contractors failure to perform the construction in accordance with the Contract documents.

Site visits and observations by Consultant are intended to provide the Client greater confidence that the completed work by the Contractor will conform to the Contract documents; and site visits are not detailed inspections and do not extend to every aspect of the Contractor's work.

Article 10: Design without Construction Phase

Consultant and Client agree that if Consultant's services do not include construction phase services, Client or Client's designated agent shall be solely responsible for interpretation of the Contract documents and observing the work of the Contractor to discover, correct and mitigate errors, inconsistencies or omissions and if Client authorizes deviations from the Consultant prepared documents or if conditions are discovered that are not accounted for in the Consultant prepared documents,, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and time of the Consultant, to the extent

such claims, loss, damage or expenses arise out of or results in whole or in part from such deviations, regardless of whether or not such claims, loss damage or expense is caused in part by a party indemnified under this provision.

Article 11: Use of Documents and Ownership of Electronic Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Article 12: Insurance

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable notice of changes to any policy.

Client shall procure and maintain workers compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause the Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of the Client applicable to the projects.

Client shall require Contractor to carry workers compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request the Consultant and/or subconsultants provide and maintain additional insurance coverage, however, the expense of such additional coverage shall be the Client's.

Article 13: Suspension and Termination

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Article 14: Indemnification and Limitation of Liability

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

Article 15: Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Article 16: Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Further, Consultant has no responsibility for the handling, identification, remediation, or presence of any hazardous materials at the site.

Article 17: Controlling Law

This Agreement shall be governed by the laws of the principal place of business of Consultant/State of New Hampshire. |

Article 18: Successors and Assigns

The Client and the Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither the Client nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent the Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

Article 19: Severability

If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

Article 20: Waiver of Provisions

Non-enforcement of any provision of this Agreement by the Client or the Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

ACCEPTANCE:

For Hoyle, Tanner & Associates, Inc.:

|

Robert M. Furey, PE, Senior Vice President

Date

For [The Burlington International Airport]

|

PLEASE PROCEED WITH THE PROJECT AS INDICATED.

|

Signature

Date

Printed Name/Title

EXHIBIT A

Scope of Services

I. Anticipated project list:

1. Snow Removal Equipment
 - a. High speed multipurpose plows
 - b. High Velocity Snow Blower
2. Terminal Building Projects:
 - a. New Boarding Bridge (Gate 14)
3. Security Upgrades (local share of AIP 97 & AIP-101)
4. Land Acquisition (local share of AIP-98 & 2015 & 2016)
5. Air Carrier Apron Reconstruction (local share AIP-100, AIP-103, & 2016 construction)
6. Taxiway K (local share of AIP-102 & construction phase)
7. North-end Stormwater improvements (local share)
8. NCP update (local share)
9. Taxiway G design (local share)
10. PFC Application Costs

II. Scope of Work:

Hoyle, Tanner's work for this project will include:

1. Review existing data regarding enplanement forecast and update as necessary.
2. Determine which class of carriers to exclude from the collection of PFC's (if any).
3. Prepare justification for SRE purchases.
4. Prepare cash flow analysis in MS Excel format to determine anticipated expiration date of the PFC's.
5. Coordinate any sketches that might be needed to determine and justify eligibility of a project. Hoyle Tanner assumes that all sketches will be available in some digital format and can be directly incorporated into the application with only minor alterations.
6. Prepare a hard copy packet to send to the airlines (assume 12 copies) for their review prior (at least 30 days) to the consultation meeting. This will include:
 - a. Description of project(s) being considered for funding by PFC's;
 - b. The PFC charge level, the proposed charge effective date, the estimated charge expiration date, and the estimated total PFC revenue.
 - c. A request that any class or classes of carriers not be required to collect the PFC including:

- (1) The designation of each class,
 - (2) The names of the carriers belonging to each class (to the extent the names are known),
 - (3) The estimated number of passengers enplaned annually by each class,
 - (4) The reasons for requesting that carriers in each class not be required to collect the PFC;
- d. The date and location of a meeting to present the projects to air carriers operating at the airport.
7. FAA also requires that the public have an opportunity to comment on the proposed application. This can be accomplished by posting the required information on the airport's website. Hoyle Tanner will provide a packet in pdf format for posting on the airport's website for the general public. This will be the same packet that is sent to the airlines.
8. Attend one consultation meeting with the airlines and provide agenda and notes of the meeting.
 - a. Hoyle Tanner recommends that a designee from Burlington International Airport present the material and explain the Airport's intent to the attendees of the meeting, and Hoyle Tanner will be available to answer questions of a technical nature.
 - b. Hoyle Tanner will provide an overall graphic for this meeting as appropriate, in coordination with a member of the Airport.
9. Prepare responses to comments from the airlines and the general public, if any.
10. Prepare application (FAA form 5500-1) plus all required attachments:
 - a. Attachment A – Airport Capital Improvement Program including the airport's CIP for AIP funded projects, a financial plan for the implementation of the PFC collection, PFC level of collection, amount of PFC revenue requested, anticipated expiration date for collections.
 - b. Attachment B – Project Narratives for each of the ten (10) projects including project description, project objective, project justification, financing plan for the project, anticipated construction start and completion dates, and a list of carriers certifying agreement or disagreement including any comments from the carriers and responses to the comments with reasons for continuing with the project.
 - c. Attachment C – Air Carrier Consultation Information including a copy of the information given to the airlines prior to the meeting, a copy of the letter sent to the airlines, a copy of the meeting notes and agenda, any comments received from the airlines, and any responses to the comments.
 - d. Attachment D – Excluded class of Carriers including justification and a listing of the carriers excluded from collections.

- e. Attachment G – ALP, Airspace, and Environmental Findings – including the date of any environmental findings, date of airspace findings and case number, and date of approved ALP for each project.
- 11. Prepare and send three hard (3) copies of the application to the airport for signature.
- 12. Prepare six (6) additional hard copies of the application for airport files.

Client responsibilities:

- 1. Descriptions and justifications for projects.
- 2. Current list of enplanements
- 3. Provide a list of property managers for each airline to be contacted and their addresses.
- 4. Provide a meeting room for the airline consultation meeting.
- 5. Provide grant applications, environmental findings, and airspace findings for projects that will collect for the local share of past projects.
- 6. The date of the latest signed Airport Layout Plan (ALP) that is on file at the FAA.
- 7. Sign copies of the application and deliver/mail two to New England Region office and one to FAA in Washington, DC.

**Exhibit B
INSURANCE**

Consultant has the following Insurance coverages:

- | | | |
|--|---------------|--------------------------|
| a. Workers' Compensation
and Employers' Liability | \$ 500,000 | Each Accident |
| | \$ 500,000 | Disease-Each Employee |
| | \$ 500,000 | Disease-Policy Limit |
| b. General Liability
Commercial Package | \$ 1,000,000 | Per claim |
| | \$ 2,000,000 | Annual Aggregate |
| c. Umbrella | \$ 10,000,000 | Each Occurrence |
| | \$ 10,000,000 | Aggregate |
| e. Business Auto
(Hired and Non-Owned) | \$ 1,000,000 | Each Occurrence |
| | \$ 2,000,000 | General Aggregate |
| | \$ 2,000,000 | Products- Comp/Op Agg |
| | \$ 1,000,000 | Personal & Adv Injury |
| | \$ 10,000 | Med Exp (any one person) |
| f. Professional Liability | \$ 3,000,000 | Per claim |
| | \$ 3,000,000 | Annual Aggregate |

EXHIBIT C
Compensation for Services

A lump sum amount of sixty-three thousand seven hundred and 00/100 dollars, as detailed on the attached Exhibit C.

LABOR ESTIMATE		Article 1. 2015 PFC Application				
CLIENT: Burlington International Airport		EXHIBIT C				
PROJECT: PFC Application Assistance						
PROJECT #: 037749						
TASK DESCRIPTIONS	ESTIMATED HOURS BY LABOR CLASSIFICATION				TOTAL HOURS	TOTAL LABOR COST
	Project Manager \$56.00 /hr	Aviation Planner \$48.00 /hr	CADD Tech. \$40.00 /hr	Admin. Support \$25.00 /hr		
Project Meetings & General Coordination	40	16	0	8	64	\$3,208.00
Review existing data regarding enplanement forecast	0	2	0	0	2	\$96.00
Determine which carriers are to be excluded, if any	4	2	0	0	6	\$320.00
Justification for SRE purchase	4	0	0	0	4	\$224.00
Financial Plan including cash flow	40	0	0	0	40	\$2,240.00
Coordinate Project Sketches	4	0	8	0	12	\$544.00
Prepare Airline Consultation Booklet	40	24	0	0	64	\$3,392.00
Meeting with Airlines	8	0	0	0	8	\$448.00
Attachment A - Airport Capital Improvement Program	2	0	0	0	2	\$112.00
Attachment B - Project Narratives (Est. 10 projects)	108	32	0	0	140	\$7,584.00
Attachment C - Air Carrier Consultation Information						
Prepare Responses to Comments by Airlines	4	4	0	0	8	\$416.00
Prepare Summary of Airline Consultation	4	2	0	0	6	\$320.00
Attachment D - Excluded Class of Carriers	4	2	0	0	6	\$320.00
Attachment G - ALP, Airspace, and Environmental Findings	4	2	0	0	6	\$320.00
TOTAL HOURS	262	84	8	8	362	
TOTAL DIRECT LABOR	\$14,672.00	\$4,032.00	\$320.00	\$200.00		\$19,224.00
REIMBURSABLE EXPENSES:						
Travel - est. 3 trips	\$590.00		DIRECT LABOR			\$19,224.00
Postage & Communication	\$160.00		OVERHEAD	179.45%		\$34,497.47
Printing	\$1,200.00					\$53,721.47
Expenses Sub-Total	\$1,950.00					
			PROFIT	15%		\$8,058.22
			REIMBURSABLE EXPENSES			\$1,950.00
			SUB-CONSULTANTS			\$0.00
			ESTIMATED TOTAL COST			\$63,729.69
			USE LUMP SUM			\$63,700

Hoyle, Tanner & Associates, Inc.

2015 Application Projects:

1. Snow Removal Equipment
 - a. High speed multipurpose plow
 - b. High Velocity Snow Blower
2. Terminal Building Projects:
 - a. New Boarding Bridge (Gate 14)
3. Security Upgrades (local share of AIP 97 & AIP-101)
4. Land Acquisition (local share of AIP-98 & 2015 & 2016)
5. Air Carrier Apron Reconstruction (local share AIP-100 & 2015 & 2016)
6. Taxiway K (local share of AIP-102 & construction phase)
7. North-end Stormwater improvements (local share)
8. Noise Compatibility Program update (local share 2016)
9. Runway 15-33 parallel Taxiway G design (local share)
10. PFC Application Costs



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Burlington International Airport, Board of Commissioners

FROM: Burlington International Airport Staff

DATE: June 20, 2016

SUBJECT: Stormwater Permit Management Services – Stantec Consulting Services, Inc.

The Burlington International Airport (BTV) seeks Airport Board of Commissioners approval and recommendation to the City of Burlington Board of Finance for a contract with Stantec Consulting Services, Inc. (Stantec) in the amount of **\$173,694** for the management of the Stormwater Permits during Fiscal Year 2017, attached please find a draft contract and resolution.

The Airport is subject to the Vermont Stormwater Management Program, which provides regulatory oversight to ensure proper design and construction of stormwater treatment and control practices as well as construction-related erosion prevention and sediment control practices, necessary to minimize the adverse impacts of stormwater runoff to surface waters.

The Airport currently has several stormwater permits in place, each having various conditions. The contract with Stantec would facilitate these conditions include performing field inspections and stormwater discharge monitoring; developing required annual reports and submitting to the agency of Natural Resources (ANR); maintaining the Airport's Stormwater Pollution Prevention Plan (SWPPP); providing assistance with stormwater related public outreach programs; and providing on-call stormwater permit assistance. Stantec was selected to perform this work based on qualifications according to the City's purchasing guidelines and FAA requirements.

The expenditure of this contract will be from the Airport's annual operating budget, as approved.

Thank you for your continued support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802) 863-2874 (TTY)
Fax: (802) 863-7947
www.btv.aero

**CITY OF BURLINGTON,
BURLINGTON INTERNATIONAL AIRPORT
CONTRACT AGREEMENT
FOR ENGINEERING SERVICES
with
STANTEC CONSULTING SERVICES, INC.**

THIS AGREEMENT is made this _____ day of _____, 2016, by and between the City of Burlington, Burlington International Airport hereinafter referred to as the CITY and Stantec Consulting Services Inc., a Vermont corporation, with its principal place of business at 55 Green Mountain Drive, South Burlington, VT, hereinafter referred to as the CONTRACTOR.

The CITY wishes to employ the CONTRACTOR for Engineering Services to assist the Burlington International Airport with Stormwater Permit management responsibilities to include performing field inspections and stormwater discharge monitoring; developing required annual reports and submitting to the agency of Natural Resources (ANR); maintaining the Airport's Stormwater Pollution Prevention Plan (SWPPP); providing assistance with stormwater related public outreach programs; and providing on-call stormwater permit assistance.

WHEREAS the CONTRACTOR is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONTRACTOR shall provide services necessary to ensure the successful Stormwater Permit compliance as set forth in ATTACHMENT B - Proposals for Stormwater Permit Management Services, Fiscal Year 2017 dated May 13, 2016, which is incorporated herein and made a part of this Agreement.

Should it become necessary for the CONTRACTOR to procure sub-contractor services, this selection will be subject to approval of the CITY. It is expected that any solicitations by the CONTRACTOR will include reference to the CITY'S Livable Wage Ordinance.

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective July 1, 2016 and shall be completed on or before June 30, 2017.

3. AGREEMENT FEE

A. General. The CITY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to accept as full compensation for performance of all services and expenses (including those of sub-contractors) encompassed under this Agreement, payment submitted to the CITY in CONTRACTOR’S Cost Proposal dated May 13, 2016.

B. Maximum Limiting Amount. The total amount to be paid to the CONTRACTOR for all services shall not exceed an amount of \$173,694 without duly authorized written approval.

4. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A - CITY/CONTRACTOR Contract Provisions

ATTACHMENT B - CONTRACTOR’S Proposed Scope of Work and Cost Proposal for Stormwater Permit Management Services, Fiscal Year 2017, dated May 13, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Stantec Consulting Services Inc.
55 Green Mountain Drive
South Burlington, VT 05403

By: _____
Gregory A. Edwards, Senior Principal

Date: _____

City of Burlington, Vermont

By: _____
Gene Richards, III, Director of Aviation

Date: _____

ATTACHMENT A - CITY/CONTRACTOR Contract Provisions

1. INDEMNIFICATION

The CONTRACTOR will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the CONTRACTOR's negligent acts and/or omissions in the performance of this contract. The Municipality is responsible for its own actions. The CONTRACTOR is not obligated to defend or indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the CONTRACTOR in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. INSURANCE

GENERAL: Prior to beginning any work the CONTRACTOR shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation and professional liability) shall name the CITY as an additional insured for the possible liabilities resulting from the CONTRACTOR's actions or omissions. It is agreed that the liability insurance furnished by the CONTRACTOR is primary and non-contributory for all the additional insureds.

The CONTRACTOR is responsible to verify and confirm in writing to the CITY that:

- (a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. SUBCONTRACTORS must comply with the same insurance requirements as the CONTRACTOR.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.

- (c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been developed and must be met to protect the interests of the Municipality.

GENERAL LIABILITY AND PROPERTY DAMAGE:

- (a) With respect to all operations performed by the CONTRACTOR, subcontractors, agents or workers, it is the CONTRACTOR's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

- (b) The policy shall be on an occurrence form with limits not less than:

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

WORKERS' COMPENSATION: With respect to all operations performed, the CONTRACTOR shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
 (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The CONTRACTOR shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate
 \$1,000,000 - Per Claim

- (b) Deductibles. The CONTRACTOR is responsible for any and all deductibles.
- (c) Coverage. Prior to performing any work, the CONTRACTOR agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the CONTRACTOR agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: The CONTRACTOR shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the Municipality or developed by the CONTRACTOR, subcontractor, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the CONTRACTOR to, and accepted by, the Municipality.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

AUTOMOBILE LIABILITY: The CONTRACTOR shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
 \$1,000,000 Each Event Limit
 \$1,000,000 General Aggregate Limit

3. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The CONTRACTOR shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. ' 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. ' 1368), Executive Order 11738, and Environmental Protection Municipality regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Municipality and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONTRACTOR shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR ' 21 through Appendix C, and Regulations under 23 CFR ' 710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONTRACTOR shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the CONTRACTOR certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the CONTRACTOR's responsibility. The Agreement shall indicate any exception and identify to whom or to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Exceptions shall be noted in the Contract: _____

LOBBYING: For any Agreement exceeding one hundred thousand dollars, the CONTRACTOR certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C.

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

CHILD SUPPORT PAYMENTS: By signing the Contract the CONTRACTOR certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the CONTRACTOR is a sole proprietorship, the CONTRACTOR's statement applies only to the proprietor. If the CONTRACTOR is a

partnership, the CONTRACTOR's statement applies to all general partners with a permanent residence in Vermont. If the CONTRACTOR is a corporation, this provision does not apply.

TAX REQUIREMENTS: By signing the Agreement, the CONTRACTOR certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

ENERGY CONSERVATION: The CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

4. CONTRACTUAL AGREEMENTS

REGISTRATION: The CONTRACTOR agrees to be registered with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

ADMINISTRATION REQUIREMENTS: By signing the Agreement the CONTRACTOR agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR ' 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the CONTRACTOR agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. ' 874, as supplemented by Department of Labor Regulations, 29 CFR ' 3.
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the CONTRACTOR agrees to comply with the Davis-Bacon Act 40 U.S.C. " 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR ' 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the CONTRACTOR agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. " 327-330,as annexed by Department of Labor Regulations, 29 CFR 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONTRACTOR. The CONTRACTOR, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or

material or use of method that may be developed, as a part of the work under the Agreement.

- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The CONTRACTOR agrees to allow access to all data, EDM, valuable papers and documents at all times. The CONTRACTOR shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

PERSONNEL REQUIREMENTS AND CONDITIONS: A CONTRACTOR shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the CONTRACTOR shall not employ:

- (a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the Municipality.

The CONTRACTOR warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONTRACTOR to be paid, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by a CONTRACTOR, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: A CONTRACTOR shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any SUBCONTRACTOR participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the CONTRACTOR of responsibility for the performance of that portion of the work so transferred. The form of the SUBCONTRACTOR's agreement shall

be as developed by the CONTRACTOR and approved by the Municipality. The CONTRACTOR shall ensure that adequate insurance coverage exists for any operations to be performed by any SUBCONTRACTOR.

The services of the CONTRACTOR, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the State of Vermont and FHWA. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

BEGINNING AND COMPLETION OF WORK: The CONTRACTOR agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

CONTINUING OBLIGATIONS: The CONTRACTOR agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONTRACTOR nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

OWNERSHIP OF THE WORK: The CONTRACTOR agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the CONTRACTORS, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement and upon full payment; provided CONTRACTOR may reuse on future work any of its standard specifications, details or designs.

The CONTRACTOR shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the CONTRACTOR pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the CONTRACTOR and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the CONTRACTOR at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that CONTRACTORS may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

RECORDS RETENTION: The CONTRACTOR agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The CONTRACTOR further agrees that the Municipality, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

APPEARANCES:

- (a) Hearings and Conferences. The CONTRACTOR shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The CONTRACTOR shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The CONTRACTOR further agrees to participate in meetings with the Municipality, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The CONTRACTOR shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- (b) Appearance as Witness. If and when required by the Municipality, a CONTRACTOR, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The CONTRACTOR shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the CONTRACTOR.

APPENDICES: The Municipality may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONTRACTOR in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the CONTRACTOR to ensure that they have the latest versions applicable to the Agreement.

EXTENSION OF TIME: The CONTRACTOR agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONTRACTOR for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONTRACTOR and without the fault or negligence of the CONTRACTOR.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the selectboard and/or city council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties; provided, the parties are not waiving rights to seek further recourse as deemed necessary through the courts.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONTRACTOR. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

MUNICIPALITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONTRACTOR.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the CONTRACTOR, to terminate the Agreement, as of a date to be specified by the Municipality, if the CONTRACTOR fails to complete the designated work to the satisfaction of the Municipality, within the time schedule agreed upon. The CONTRACTOR shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONTRACTOR, within not less than fifteen (15) days prior to the effective

date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the CONTRACTOR will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONTRACTOR prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONTRACTOR will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The CONTRACTOR shall make no claim for additional compensation against the Municipality by reason of such termination.

5. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The CONTRACTOR shall assume primary responsibility for general supervision of CONTRACTOR employees and his/her or their SUBCONTRACTORS for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

INDEPENDENCE: The CONTRACTOR shall act in an independent capacity and not as officers or employees of the Municipality.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the CONTRACTOR shall prepare, and submit to the Municipality, a general work schedule showing how the CONTRACTOR will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the CONTRACTOR.

During the life of the Contract the CONTRACTOR will make monthly progress reports indicating the work achieved through the date of the report. The CONTRACTOR shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the CONTRACTOR to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the CONTRACTOR will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONTRACTOR shall inform the Municipality, in writing, of any such contacts and the results thereof.

PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONTRACTOR will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONTRACTOR shall conduct themselves with propriety. The CONTRACTOR agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with VSA Title 19 ' 35 and ' 503, in order to accomplish the work under the Agreement. The CONTRACTOR agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONTRACTOR, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONTRACTOR is acting as an agent of the Municipality.

INSPECTION OF WORK: The Municipality shall, at all times, have access to the CONTRACTOR's work for the purposes of inspection, accounting, and auditing, and the CONTRACTOR shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONTRACTOR shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONTRACTOR pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the Municipality, the State of Vermont or FHWA.

WRITTEN DELIVERABLES: Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

6. PROJECT DEVELOPMENT AND STANDARDS

PLANS RECORDS AND AVAILABLE DATA: The Municipality agrees to make available, at no charge, for the CONTRACTOR's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

COMPENSATION: Payment is due to CONTRACTOR upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle CONTRACTOR, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, CONTRACTOR will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

FIELD SERVICES: CONTRACTOR shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any CONTRACTOR's failure to carry out the work in accordance with the contract documents. CONTRACTOR shall not be responsible for the acts or omissions of any CONTRACTOR, SUBCONTRACTOR, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. CONTRACTOR shall not be the prime CONTRACTOR or similar under any occupational health and safety legislation.

LIMITATION OF LIABILITY: The CITY releases CONTRACTOR from any liability and agrees to defend, indemnify and hold CONTRACTOR harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence of CONTRACTOR. It is further agreed that the total amount of all claims the CITY may have against CONTRACTOR under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the insurance limits required herein. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against CONTRACTOR and not against any of CONTRACTOR's employees, officers or directors.

WAIVER OF CONSEQUENTIAL DAMAGES: CITY or CONTRACTOR's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the SERVICES and neither party shall bear any liability whatsoever for any consequential loss, injury or damage incurred by the other, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

OPINIONS OF PROBABLE CONSTRUCTION COST

CONTRACTOR's opinions of probable construction costs, otherwise known as cost estimates, engineer's estimates, or construction cost estimates, provided for herein are to be made on the basis of the CONTRACTOR's experience and qualifications and represent the CONTRACTOR's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONTRACTOR has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction CONTRACTOR's methods of determining prices, or over competitive bidding, or market conditions, CONTRACTOR cannot and does not guarantee that proposal, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by the CONTRACTOR.



Stantec

Stantec Consulting Services Inc.
55 Green Mountain Drive, South Burlington VT 05403-7824

May 13, 2016
File: 195311113

Attention: Amanda Hanaway-Corrente, P.E., MBA
Director of Engineering and Environmental Compliance

Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403

Dear Amanda,

Reference: Proposal for Stormwater Permit Management Services, FY 2017

The Burlington International Airport (BTV) is subject to the following:

- Eleven Operational Stormwater Discharge permits.
- Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (MSGP) and Stormwater Pollution Prevention Plan (SWPPP) as required under the MSGP.
- Small Municipal Separate Storm Sewer System General Permit (MS4).

Permit compliance conditions vary for each permit according to the date of issuance, permitting rules at the time of issuance, number of discharge points, and whether the receiving water is impaired or not. Inspection and reporting requirements are extensive and varied. Management of these permits and the SWPPP requires significant effort and responsibility on the part of BTV in order to maintain compliance. For several years, Stantec has provided assistance to the Airport addressing stormwater permitting compliance. As requested, we are pleased to provide this proposal for continued assistance with BTV's Stormwater Management Program during the upcoming Fiscal Year which begins on July 1, 2016 and concludes on June 30, 2017.

Scope of Services

Stantec's scope of services covers the following three basic categories to assist the Airport in complying with BTV's Operational Stormwater Discharge permits, MS4 permit, and MSGP:

- A. Performing field inspections and stormwater discharge monitoring.
- B. Developing annual reports and maintaining the SWPPP.
- C. Providing follow-up on the annual reports and assisting with public outreach requirements.



May 13, 2016
Amanda Hanaway-Corrente, P.E., MBA
Director of Engineering and Environmental Compliance
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Reference: Proposal for Stormwater Permit Management Services, FY 2017

A detailed list of tasks for each of these categories is provided in the attached spreadsheet. We have included estimated staff hours for the tasks and summarized the costs for each of the three basic categories.

The narrative below explains the status of the stormwater permits and provides information about the work Stantec will perform.

Operational Stormwater Permits

Stantec will perform annual inspections (quarterly or semi-annually when required) for the eleven treatment systems covered under the Operational permits and we will prepare annual summary reports as required by each permit. The eleven Operational Stormwater Discharge Permits are listed as follows:

- Permit No. 3028-9010.A (BTV's Master Permit)
- Permit No. 1-1391 (South Apron Expansion) – This permit is expired and currently pending incorporation into MS4 Permit
- Permit 1-0839 (Redirect Airfield Drainage to North Outfall) – This permit is expired and currently pending incorporation into MS4 Permit
- Permit No. 3028-9010.2 (Taxiways 'B', 'C', 'J', and 'G'); Muddy Brook Watershed - formerly Permit No. 3028-INDS.A
- Permit No. 3028-INDS.AR (Taxiways 'B', 'C', 'J', and 'G'); Potash Brook Watershed - formerly Permit No. 3028-INDS.A
- Permit No. 3028-9010.1 (Reconstruct, Mark & Groove Runway 15-33) - formerly Permit No. 3028-INDS.1
- Permit No. 3028-INDS.3 (Aircraft Sewage Receiving Station)
- Permit No. 3028-9015.1 (Quarry Area Access Road)
- Permit No. 3028-9015.2 (Construct, Mark, and Light Taxiway 'G'/'K')
- Permit No. 3845-9010 (Heritage Flight Aviation Campus Expansion) - formerly Permit No. 3845-INDS.A
- Permit No. 3845-9015.1 (Heritage Aviation Parking Lot)



May 13, 2016
Amanda Hanaway-Corrente, P.E., MBA
Director of Engineering and Environmental Compliance
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Reference: Proposal for Stormwater Permit Management Services, FY 2017

Currently, three of the eleven Operational permits noted above are under construction. Stantec will perform an inspection of the systems once construction has been completed. Stantec will then submit a Designer's Initial Statement of Compliance to the Vermont Department of Environmental Conservation, Stormwater Program (ANR) for review and approval. Designer's Initial Statement of Compliance will be submitted for the following permits:

- Permit No. 3028-9010.2 (Taxiways 'B', 'C', 'J', and 'G'); Muddy Brook Watershed - formerly Permit No. 3028-INDS.A
- Permit No. 3028-9015.2 (Construct, Mark, and Light Taxiway 'G'/'K')
- Permit No. 3845-9015.1 (Heritage Aviation Parking Lot)

On September 30, 2015, BTV formally requested incorporation of two expired stormwater discharge permits into BTV's General Permit 3-9014 (2012) MS4 authorization per subsection *IV., C., 1., c), (3), Schedule of Compliance, Month 24.*

VT. ANR review and MS4 permit amendment are currently pending authorization of the Lake Champlain Total Maximum Daily Load (TMDL) by U.S. EPA. The two expired stormwater discharge permits are noted as follows:

- Permit No. 1-0839 (South Apron Expansion)
- Permit No. 1-1391 (Redirect Airfield Drainage to North Outfall)

Once the process moves forward, Stantec will provide responses to DEC questions or requests for additional information as part of the MS4 incorporation process. Stantec will also assist BTV in the completion of the MS4 Permit Amendment form as prepared by ANR.



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MSGP Permit

As noted in the 2015 MSGP Annual Report, pages 5.14 – 5.19, corrective actions continue to be recommended at the North Outfall to address BOD₅ and COD exceedance levels. Additionally, the POO5 outfall located at the south end of Runway 1-19 is under a corrective action due to benchmark exceedance for COD.

In order to fulfill the requirements of the MSGP Permit, Stantec will review and update BTV's *Stormwater Pollution Prevention Plan* (SWPPP). In addition, Stantec will perform required inspections including:

- Monthly routine facility inspections of all areas of BTV where industrial materials or activities are exposed to stormwater and of all stormwater control measures used to comply with the MSGP.

It is important to note that in February 2012, on behalf of BTV, Stantec requested ANR to review the need for BTV to perform monthly routine facility inspections on all BMP's during the non-deicing season. Upon review, ANR agreed with this request. Therefore, during the period June through September inclusive, only areas identified as Potential Pollutant Sources (PPS's) and not facilities identified as stormwater Best Management Practices (BMP's) will be inspected under the monthly routine facility inspection requirement.

- Quarterly visual assessment of all fourteen stormwater discharges including visual assessment of discharge samples and documentation.
- Annual comprehensive site inspection and associated documentation for areas identified in the SWPPP as PPS's, and at areas where any spills or leaks have occurred in the previous three years.

Stantec will also perform required outfall monitoring (see Table 1 below for monitoring schedule), chemical analysis of monitoring samples, and reporting as part of the MSGP requirements including:

- Quarterly benchmark monitoring to be conducted at three discharge locations where de-icing/anti-icing activities occur between October 15 and April 15, and develop associated reports. Monitoring has previously not been required at the Muddy Brook outfall (DO18) due to a series of favorable benchmark test results. The favorable test results occurred over a period of two years thus allowing BTV to suspend monitoring at the Muddy Brook outfall until expiration of the MSGP permit term. The term of the MSGP permit expires (August,



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2016) prior to the upcoming 2016 – 2017 deicing season and monitoring is required to resume.

Benchmark monitoring applies to outfalls affected by the deicing activities at the Air Carrier, Valley West and Air Cargo aprons.

- Annual effluent limitations monitoring is not applicable to BTV.
- On September 30, 2014, Muddy Brook was delisted as being impaired by the US EPA. Therefore, annual impaired waters monitoring for Total Phosphorus and Total Nitrogen at the Muddy Brook outfall (DO18) is no longer required.
- At this time no annual impaired waters monitoring is required at the five (5) discharge locations to Potash Brook. This is due to Potash Brook being listed as an impaired water with an approved or established TMDL. Therefore, no monitoring is necessary at this time unless the Secretary of the ANR informs BTV otherwise at some time in the future. The Secretary's notice would include which pollutant(s) to monitor and the required monitoring frequency. In this event impaired waters monitoring becomes a requirement in the future, Stantec would provide these additional services by amendment to this proposal.

A proposed Monitoring Schedule is presented in Table 1 below.

Table 1 – MSGP Monitoring Schedule			
Monitoring Requirement	Sampling Location	Anticipated Sampling Dates	Monitoring Parameter
Quarterly Benchmark Monitoring (QBM)	QOO1-A (Trib. of Winooski)	Oct 15, 2016 - Nov 30, 2016 Dec 1, 2016 – Jan 15, 2017 Jan 16, 2017 – Feb, 28, 2017 Mar 1, 2017 – April 15, 2017	BOD ₅ , COD, Ammonia, pH
	DO18 (Muddy Brook)	Oct 15, 2016 - Nov 30, 2016 Dec 1, 2016 – Jan 15, 2017 Jan 16, 2017 – Feb, 28, 2017 Mar 1, 2017 – April 15, 2017	BOD ₅ , COD, Ammonia, pH
	POO5 (Potash Brook)	Oct 15, 2016 - Nov 30, 2016 Dec 1, 2016 – Jan 15, 2017 Jan 16, 2017 – Feb, 28, 2017 Mar 1, 2017 – April 15, 2017	BOD ₅ , COD, Ammonia, pH <i>(See Impaired waters Monitoring below for additional monitoring parameters).</i>
Impaired Waters Monitoring	POO1, POO2, POO5, POO6, POO7, (Potash Brook)	To be determined only if required by ANR Secretary.	Only upon notice by ANR Secretary.



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Additionally, Stantec will develop and submit an annual MSGP report including findings from the comprehensive site inspection and any corrective action documentation that may have been required for the period.

The current MSGP 3-9003 permit expires on August 4, 2016. The NOI is required to be submitted no later than 180 days prior to the permit expiration date. However, at this time, ANR has been unable to define a proposed schedule for reauthorizing the MSGP 3-9003 permit prior to its expiration per ANR letter furnished to BTV dated February 19, 2016.

In the event that the MSGP 3-9003 permit is not reissued or replaced prior to the expiration date, the ANR Stormwater Program will be administratively continuing authorizations under the current MSGP. In accordance with Sections 1.4.3 and B.2 of the MSGP, all current authorizations will remain in full force and effect until a replacement permit is issued.

When available, BTV will be directly notified by ANR to submit an application for coverage under a new MSGP. At this time, a permit renewal application is not required to be submitted according to ANR correspondence.

We expect a replacement or reauthorized MSGP 3-9003 permit to be issued during Fiscal Year 2017. As such, Stantec will develop and submit an NOI to ANR requesting coverage under the replacement or reauthorized MSGP.

As noted above, the South Outfall (POO5) is currently under a corrective action. Stantec will perform the following corrective action investigations prior to the 2016 – 2017 deicing season:

- Conduct real time system investigations including: a.) Observe the system response during a large storm event. b.) Perform dye testing of the system during a storm event. c.) Perform infiltration monitoring of the existing infiltration system by adding water and sealing the outflow to measure water elevation vs. time (i.e., infiltration rate).
- Complete alternatives analysis for treatment of stormwater / glycol runoff from the South Apron. Alternatives include: a.) Conveyance to the 890 Ramp glycol treatment system including permit amendment. b.) Conveyance to the Main Air Carrier Apron glycol treatment system including permit amendment. c.) Construction of a new treatment system. At this time, altering the location of existing deicing operations is not acceptable per review with BTV Operations.



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Assumptions:

- a. As noted above, unforeseen conditions or events may occur that require corrective action be taken. If this occurs it will be necessary to:
 - Document these conditions.
 - Immediately report the event to ANR.
 - Develop a corrective action report to be included with the annual report.

Stantec will be available on-call to assist BTV with handling such events. However, given the unknown magnitude of such an occurrence, we suggest addressing these on a case-by-case basis supplemental to this agreement (i.e. additional work by amendment).

- b. Inspections will only be performed once for satisfying the individual stormwater permits, MS4 Permit, and MSGP Permit requirements. In areas where no stormwater discharge permit exists, only one inspection will be performed for satisfying both the MS4, and MSGP requirements. Stantec's intent for performing inspections only once will eliminate duplicate efforts.



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MS4 Permit

ANR has reauthorized General Permit 3-9014 (2012) (MS4) to be effective from October 1, 2013 until December 5, 2017 (reference BTV's Permit No. 7021-9014). This permit contains conditions requiring a long term Flow Restoration Plan (FRP) applicable to BTV's discharges to impaired waters. This includes discharges to impaired waters that have an EPA approved Total Maximum Daily Load (TMDL) such as Potash Brook, and those discharges to impaired waters that do not have an EPA approved TMDL. Each circumstance contains varying requirements as discussed below.

Per correspondence with Christy Witters (ANR's MS4 and MSGP Program Coordinator), Stantec will address the FRP requirements on behalf of BTV to include the following:

1. For discharges to Impaired Waters with an Approved TMDL (Potash Brook):
 - *Develop and submit a comprehensive FRP.*

The FRP will contain the following elements:

- a. *Identification of Required Controls*
- b. *Design and Construction Schedule*
- c. *Financial Plan*
- d. *Regulatory Analysis*
- e. *Identification of Regulatory Assistance*
- f. *Third-Party Implementation*

BTV has expressed intent to develop a single FRP for the Potash Brook watershed based on cooperation between BTV and the City of South Burlington. The FRP will be submitted to the ANR no later than three years after the date of reauthorization of General Permit 3 – 9014 (2012) MS4, or October 1, 2016.

Stantec will assist BTV in coordinating this effort including review of the proposed FRP, design and construction schedule, financial plan, future operation & maintenance of constructed facilities, and estimated project costs as developed for the City of South Burlington by a third party consultant, and provide recommendations to BTV for implementation of the plan.



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Stantec will develop and submit the complete FRP report for review and approval by ANR.

- *Submit Semi-Annual FRP Progress Report.*

Stantec will develop and submit an FRP progress report for review and approval by ANR. The FRP report will detail BTV's development and implementation progress of the FRP. The report will be submitted by April 1, 2017.

- On behalf of BTV, Stantec submitted a request to ANR on September 30, 2015 for coverage of two expired stormwater discharge permits (1-0839 and 1-1391) under the reauthorized MS4 General Permit. This effort included inspecting the systems and filing a Statement of Compliance certifying that the systems were constructed and are currently operating and maintained in accordance with the expired permits.

At this time, the request is pending further action by ANR. ANR action is awaiting US EPA authorization of the Lake Champlain TMDL. Remaining tasks are listed below:

- a. Assist BTV in the completion of the MS4 Permit Amendment form as prepared by ANR.

ANR will review the completed form and, upon approval, will then amend BTV's authorization to discharge under the General Permit No. 3-9014 (2012) MS4. Note that ANR will provide notice of the MS4 Permit Amendment Form and oversee a public comment period of 30 days.

Currently, both Permit Nos. 1-0839 and 1-1391 require quarterly inspections. Should the systems be brought under MS4 coverage, inspections will be required annually instead of quarterly based on our discussions with ANR.

Although the following tasks are required as part of the FRP, they are not applicable to BTV:

- *Begin developing a Low Impact Development (LID) technical assistance program for landowners.*

Development of an LID technical assistance program for landowners is not applicable since BTV does not have landowners within its jurisdiction. No further action is required.

- *Submit a report on how BTV is protecting and regulating development in stormwater impaired stream corridors.*



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This requirement has been addressed for all of the previously permitted MS4's including BTV. No further action is required.

- *Submit a plan for enhanced protection of stormwater impaired stream corridors.*

This requirement has been addressed for all of the previously permitted MS4's including BTV. No further action is required.

2. Discharges to Impaired Waters without an Approved TMDL (Muddy Brook):

- As previously noted, the US EPA delisted Muddy Brook as being impaired on September 30, 2014. Therefore, BTV no longer has a discharge to Impaired Waters without an Approved TMDL.

3. Develop and Submit an MS4 Annual Report by April 1, 2017.

4. As part of the FRP submission noted above, all MS4 communities are required to submit an MS4 (2012) Permit amendment. The submission is due October 1, 2016. Stantec will develop and submit an MS4 Permit amendment including NOI and updated Stormwater Management Program (SWMP) including SWPPP to ANR for approval.

5. Once EPA authorizes the Lake Champlain TMDL, ANR is required to amend the MS4 (2012) Permit to include the new Lake Champlain TMDL Phosphorus Control Plan requirements. The timeline for this submission is dependent upon EPA's authorization and is unknown at this time. Once authorized, Stantec will develop and submit an MS4 Permit amendment including NOI and updated Stormwater Management Program (SWMP) including SWPPP to ANR for approval.

6. Regardless of all submittal requirements noted in 4. and 5. above, the current MS4 (2012) permit expires on December 5, 2017. The deadline for submission of the MS4 (2012) Permit amendment application including NOI, SWMP and SWPPP is 180 days prior to December 5, 2017, or June 5, 2017 ±. Per discussions with ANR, permit continuance or issuance of a new permit is currently in the review stage. The current MS4 authorizations will either be administratively continued, or ANR will issue a new MS4 Permit and provide direction to the MS4 communities for application timelines.

Once direction is provided to BTV by ANR, Stantec will develop and submit an MS4 Permit amendment including NOI and updated Stormwater Management Program (SWMP) including SWPPP to ANR for approval.



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7. The Vermont Clean Water Act (Act 64) provides for MS4 communities to incorporate all operational Stormwater Discharge Permits under their MS4 Permit. However, coverage can only be authorized subsequent to the US EPA's authorization of the Lake Champlain TMDL.

Once the TMDL is authorized, Stantec will submit a request to ANR on behalf of BTV seeking coverage for nine remaining operational Stormwater Discharge Permits. It is recommended to coordinate this effort with one of the MS4 Permit amendments noted in Tasks 4., 5., and 6., above. Required tasks are listed below:

- Inspect and review the facilities to evaluate whether the systems were constructed and are operating and maintained, in accordance with the current permits. This effort is to be performed under Stantec's inspection services noted above.
- Update the Stormwater Management Program (SWMP) including SWPPP to include the facilities as necessary.
- Notify DEC's Stormwater Program (DEC) in writing of the changes, additions, and/or additional requirements to the SWMP.
- Complete an *MS4 Incorporation Form for State Issued Stormwater Permits*. Completion of the form is required for each previously issued state operational Stormwater Discharge Permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit identified on the forms shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.
- Submit a Designer's Statement of Compliance certification for each facility to ANR.
- Assist BTV in the completion of the MS4 Permit Amendment form as prepared by ANR.

In addition, Stantec's scope of work includes updating and maintaining the Stormwater Permit Inspection and Reporting Summary as contained in the MS4 Permit. With this information readily available, Stantec will monitor the scheduled activities and notify BTV three months before maintenance tasks are required. BTV will maintain a log of dates/details of cleaning/maintenance operations performed including volumes of sediment removed during the previous three month period. Stantec will coordinate with BTV staff to review the maintenance log. The log will form the basis for documenting these activities for subsequent submittal and review by ANR as required by permit conditions.



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Stantec will perform annual inspections of non-permitted stormwater collection systems. As part of the inspection effort, Stantec will document and develop Catch Basin Cleaning Reports for ANR review on an on-going basis, as well as review catch basin tags located on the land side of BTV on an annual basis, and inform BTV of missing tags.

Stantec will also:

- Review and update the SWPPP as required including updating the stormwater site mapping.
- Develop and submit the Annual Report for ANR’s review and approval.
- Attend monthly Clean Water Advisory Subcommittee meetings including Regional Stormwater Education Program (RSEP) and Chittenden County Stream Team (CCST) upon request by BTV; provide reports identifying key findings; and offer recommendations with emphasis on issues affecting BTV. We have assumed attendance at six meetings for purposes of this proposal.
- Provide on-call consultation and advise BTV as needed to address compliance issues as they arise throughout the contract period. Effort associated with this task is limited to 40 hours and can be increased by amendment if requested by BTV.
- As a follow-up to the May 2, 2016 jet fuel leak from a United Embraer jet, Stantec will complete a Fuel Containment Alternatives Analysis for the Main Air Carrier Apron. Results of the fuel containment alternatives analysis will seek to identify long-term steps that BTV can take to ensure fueling is performed in a manner which would eliminate the risk of a release of jet fuel or other petroleum products from impacting any UIC related infrastructure or the environment in the future.

Fee Summary

We estimate that the total fees for this assignment will be **\$173,694** as summarized below. Billings will not exceed this amount without BTV’s authorization. Stantec proposes providing the services presented in this proposal on a Time and Expenses basis.

Task A

Perform field inspections and conduct stormwater monitoring..... \$42,128

Task B

Develop annual reports and maintain the Stormwater Pollution Prevention Plan.....\$100,448



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Task C

Provide follow-up on annual reports and assist with public outreach..... \$28,118

Direct reimbursable expenses including Laboratory Analysis..... \$3,000

Project direct expenses (e.g. travel using personal vehicles; laboratory testing; incidental printing; and other external charges) will be invoiced in addition to labor at our cost. Travel in personal vehicles will be invoiced at \$0.540 per mile.

Schedule

Stantec is committed to ensuring that the efforts and the submittal dates mentioned in this proposal are met. Toward this end, we are prepared to begin work on this assignment on July 1, 2016.

If you find our proposal to be acceptable, we are requesting that you please sign the attached Professional Services Agreement and return one copy to us along with a copy of the Purchase Order authorizing this work.

Thank you for providing Stantec with this opportunity to assist the Airport with BTV's stormwater permitting program. We look forward to continuing our work with you on this project.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Jon Leinwohl, P.E.
 Associate, Transportation
 Phone: (802) 497-6410
 Fax: (802) 864-0165
 jon.leinwohl@stantec.com

Gregory A. Edwards, PE
 Principal

Attachment: Staff hour and fee spreadsheets
 c. Richard Brown
 BTV Director of Maintenance

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55 Green Mountain Drive
 South Burlington, VT 05403
 May 13, 2016

TASK-LABOR HOUR SCHEDULE
 Burlington International Airport
Stormwater Permitting Assistance (FY 2017)

TASK	Principal	Project Manager	Senior Engineer	Technical / Clerical	TOTAL
A. Task - Perform Field Inspections and Stormwater Discharge Monitoring					
1. Operational Stormwater Discharge Permits					
a. Permit No. 3028-9010.A - (BTV's Master Permit) Annual Inspection Required - Field Inspection.			4	16	20
b. Permit No. 1-1391 (South Apron Expansion) - Quarterly Inspections Required - Field Inspection.			4	12	16
c. Permit No. 1-0839 (Redirect Airfield Drainage to North Outfall) - Quarterly Inspection Required - Field Inspection.			4	12	16
d. Permit No. 3028-9010.2 (formerly 3028-INDS.A) (Taxiways 'B', 'C', 'J', and 'G') with discharge to Muddy Brook) - Annual Inspection Required - Field Inspection.			4	10	14
e. Permit No. 3028-INDS.AR (formerly 3028-INDS.A) (Taxiways 'B', 'C', 'J', and 'G') with discharge to Potash Brook) - Annual Inspection Required - Field Inspection.			4	10	14
f. Permit No. 3028-9010.1 (formerly 3028-INDS.1) (Reconstruct, Mark, and Groove Runway 15-33) - Annual Inspection Required - Field Inspection.			2	8	10
g. Permit No. 3028-INDS.3 (Aircraft Sewage Receiving Station) - Annual Inspection Required - Field Inspection.			2	8	10
h. Permit No. 3028-9015.1 (Quarry Area Access Road) - Semi-annual Inspection Required - Field Inspection.			2	4	6
i. Permit No. 3028-9015.2 (Construct, Mark and Light Taxiway "G"/"K") - Annual Inspection Required - Field Inspection.			2	6	8
j. Permit No. 3845-9010 (formerly 3845-INDS.A) (Heritage Flight Aviation Campus Expansion) - Annual Inspection Required - Field Inspection.			2	6	8
k. Permit No. 3845-9015.2 (Heritage Aviation Parking Lot) - Annual Inspection Required - Field Inspection.			2	6	8
l. Associated Operational Stormwater Discharge Permit Subtasks					
i. Notify BTV of on-going Required Maintenance for each Permit - Assume 4 quarterly notifications; no field work required.		4	12		16
ii. Maintenance Recommendation field review.			4	8	12
iii. Coordinate with BTV maintenance staff for BTV to maintain a log of dates/details of cleaning/maintenance operations. - Assume 2 quarterly follow-up visits in Q2 and Q3 with BTV maintenance staff.		2	6		8
iv. Update Maintenance Inspection forms and calendar to reflect revised permit designations and additions.			2	6	8
2. Permit No. 3-9014 (2012), (MS4 Permit)					
a. Perform Annual Inspection of Non-Permitted Stormwater Conveyance Systems.			2	20	22
b. Review Catch Basin tags in field and inform BTV of missing tags (land side only).			2	6	8
3. Permit No. 3-9003 (MSGP Permit)					
a. Perform annual comprehensive site inspection and associated documentation.		1	4	40	45
b. Perform monthly routine facility inspections of BMP's and PPS's (BMP's require Oct. - April inspection only)		4	6	72	82



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TASK-LABOR HOUR SCHEDULE
 Burlington International Airport
Stormwater Permitting Assistance (FY 2017)

TASK	Principal	Project Manager	Senior Engineer	Technical / Clerical	TOTAL
c.		1	2	32	35
	Perform quarterly visual assessment of all stormwater discharges.				
d.		1	4	24	29
	Perform quarterly benchmark monitoring at three (3) discharge locations where deicing activities occur.				
Task A. Labor Hours	0	13	76	306	395
Hourly Rates	\$228	\$156	\$125	\$100	
Task A. Labor Costs	\$0	\$2,028	\$9,500	\$30,600	\$42,128
B. Task - Develop Annual Reports and Maintain Stormwater Pollution Prevention Plan (SWPPP)					
1. Operational Stormwater Discharge Permits					
a.					
	Permit No. 3028-9010.A - (BTV's Master Permit)				
	- Designer's Restatement of Compliance due on December 22, 2018. Reapplication required by October 22, 2019.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.	2	18	2	22
b.					
	Permit No. 1-1391 (South Apron Expansion, Vortechs Unit)				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017 (assumes MS4 inclusion still pending LC TMDL).	1	5	2	8
c.					
	Permit No. 1-0839 (Redirect Airfield Drainage to North Outfall)				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017 (assumes MS4 inclusion still pending LC TMDL).				
d.					
	Permit No. 3028-9010.2 (formerly 3028-INDS-A) (Taxiways 'B', 'C', 'J', and 'G') with discharge to Muddy Brook)				
	- Designer's Restatement of Compliance due July 15, 2020. Reapplication required by September 5, 2025.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	2	7
e.					
	Permit No. 3028-INDS.AR (formerly 3028-INDS-A) (Taxiways 'B', 'C', 'J', and 'G') with discharge to Potash Brook)				
	- Reapplication required September 4, 2020. No Restatement of Compliance required.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	2	7
f.					
	Permit No. 3028-9010.1 (formerly 3028-INDS.1) (Reconstruct, Mark, and Groove Runway 15-33)				
	- Designer's Restatement of Compliance due July 15, 2018. Reapplication required by June 13, 2025.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	2	7
g.					
	Permit No. 3028-INDS.3 (Aircraft Sewage Receiving Station)				
	- Reapplication required June 4, 2018. No Restatement of Compliance required.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	1	6
h.					
	Permit No. 3028-9015.1 (Quarry Area Access Road)				
	- Designer's Restatement of Compliance due November 20, 2017. Reapplication required by September 20, 2022.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	1	6
i.					
	Permit No. 3028-9015.2 (Construct, Mark and Light Taxiway "G"/"K")				
	- Designer's Restatement of Compliance due July 15, 2020. Reapplication required by March 27, 2025.				
	- Develop and Submit Designer's Initial Statement of Compliance no later than 6 months following completion of construction.	1	4	4	9
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	1	6
j.					
	Permit No. 3845-9010 (formerly 3845-INDS.A) (Heritage Flight Aviation Campus Expansion)				
	- Designer's Restatement of Compliance due July 15, 2018. Reapplication required by June 13, 2025.				
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	1	6
k.					
	Permit No. 3845-9015.2 (Heritage Aviation Parking Lot)				
	- Designer's Restatement of Compliance due July 15, 2018. Reapplication required by July 25, 2025.				
	- Develop and Submit Designer's Initial Statement of Compliance no later than 6 months following completion of construction.	1	4	4	9
	- Develop and submit Annual Inspection Report and Certification by April 1, 2017.		5	1	6
l.					
	Associated Operational Stormwater Discharge Permit Subtasks				
	- Update and Maintain the Stormwater Permit Inspection and Reporting Summary		2	2	4



TASK-LABOR HOUR SCHEDULE
Burlington International Airport
Stormwater Permitting Assistance (FY 2017)

55 Green Mountain Drive
South Burlington, VT 05403
May 13, 2016

TASK	Principal	Project Manager	Senior Engineer	Technical / Clerical	TOTAL
2. Permit No. 3-9014 (2012), (MS4 Permit)					
a. Document and Develop Catch Basin Cleaning Reports for ANR review.		1	2	12	15
b. Review and update SWPPP annually including Stormwater Drainage System Mapping. - Update SWPPP as needed on an event driven basis such as periodic leaks, spills, and corrective actions.		2	8	12	22
		2	12		14
c. Flow Restoration Plan (FRP) Requirements per Re-authorized General Permit 3-9014 (2012) conditions.					
- Discharges to Impaired Waters with an Approved TMDL (Potash Brook):					
Development and submission of a comprehensive FRP.					
BTV has expressed intent to develop a single FRP for the Potash Brook watershed in cooperation with the City of South Burlington. The FRP will be submitted to the ANR no later than three years after the date of reauthorization of General Permit 3 – 9014 (2012) MS4, or October 1, 2016.	2	40	24		66
i. Stantec will assist BTV in coordinating this effort including review of the proposed FRP, design and construction schedule, financial plan, future operation & maintenance, and estimated project costs as developed for the City of South Burlington by Hoyle, Tanner & Associates, Inc., and provide recommendations to BTV for implementation of the plan.					
ii. Develop and submit complete FRP report for review and approval by ANR. Report is due October 1, 2016.		4	24	4	32
iii. On behalf of BTV, Stantec submitted a request to ANR on September 30, 2015 for coverage of two expired stormwater discharge permits (1-0839 and 1-1391) under the reauthorized MS4 General Permit. This effort included inspecting the systems and filing a Statement of Compliance certifying that the systems were constructed and are currently operating and maintained in accordance with the expired permits. At this time, the request is pending further action by ANR. ANR action is awaiting US EPA authorization of the Lake Champlain TMDL. Remaining tasks are listed below:					
a. Assist BTV in the completion of the MS4 Permit Amendment form as prepared by ANR.		4	8		12
vii. Develop and submit semi-annual FRP progress report for review and approval by ANR. Report is due April 1, 2017.		2	12	4	18
- Discharges to Impaired Waters without an Approved TMDL (Muddy Brook):					
i. No further action is required since Muddy Brook has been delisted and no longer is considered to be impaired.					0
d. Develop and Submit MS4 Annual Report by April 1, 2017.	2	4	48	8	62
e. As part of the FRP submission noted in Task B.2.c. above, all MS4 communities are required to submit an MS4 (2012) Permit amendment. The submission is due October 1, 2016.					
i. Develop and Submit MS4 Permit amendment including NOI and updated Stormwater Management Program (SWMP) including SWPPP.	2	4	40	8	54
f. Once EPA authorizes the Lake Champlain TMDL, ANR is required to amend the MS4 (2012) Permit to include the new Lake Champlain TMDL Phosphorus Control Plan requirements. The timeline for this submission is dependent upon EPA's authorization and is unknown at this time.					
i. Develop and Submit MS4 Permit amendment including NOI and updated Stormwater Management Program (SWMP) including SWPPP.	2	4	40	8	54
g. Regardless of all items noted in e. and f. above, the current MS4 (2012) permit expires on December 5, 2017. The deadline for submission of the MS4 (2012) Permit amendment application including NOI, SWMP and SWPPP is 180 days prior to December 5, 2017, or June 5, 2017 ±. Per discussions with ANR, permit continuance or issuance of a new permit is currently in the review stage. The current MS4 authorizations will either be administratively continued or ANR will issue a new MS4 Permit and provide direction to the MS4 communities for application timelines.					
i. Develop and Submit MS4 Permit amendment including NOI and updated Stormwater Management Program (SWMP) including SWPPP.	2	4	40	8	54
h. The Vermont Clean Water Act (Act 64) provides for MS4 communities to incorporate all operational Stormwater Discharge Permits under their MS4 Permit. However, coverage can only be authorized subsequent to the US EPA's authorization of the Lake Champlain TMDL. Once the TMDL is authorized, Stantec will submit a request to ANR on behalf of BTV seeking coverage for nine remaining operational Stormwater Discharge Permits. It is recommended to coordinate this effort with one of the MS4 Permit amendments noted in Task B.2., e., f., and g. above. Required tasks are listed below:					



TASK-LABOR HOUR SCHEDULE
Burlington International Airport

55 Green Mountain Drive
South Burlington, VT 05403
May 13, 2016

Stormwater Permitting Assistance (FY 2017)

TASK	Principal	Project Manager	Senior Engineer	Technical / Clerical	TOTAL
i. Inspect and review the facilities to evaluate whether the systems were constructed and are operating and maintained, in accordance with the current permits. This effort is to be performed under Task A. noted above.		-	-	-	0
ii. Update the Stormwater Management Program (SWMP) including SWPPP to include the facilities as necessary.		2	16	4	22
iii. Notify DEC's Stormwater Program (DEC) in writing of the changes, additions, and/or additional requirements to the SWMP.		1	8	2	11
iv. Complete an <i>MS4 Incorporation Form for State Issued Stormwater Permits</i> . Completion of the form is required for each previously issued state operational Stormwater Discharge Permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit identified on the forms shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5. Post-Construction Stormwater Management.		1	16	2	19
v. Submit a Designer's Statement of Compliance certification for each facility to ANR.		1	12	2	15
vi. Assist BTM in the completion of the MS4 Permit Amendment form as prepared by ANR.		2	16	4	22
3. Permit No. 3-9003 (MSGP Permit) - Re-application required August, 2016					
a. Review and update Stormwater Pollution Prevention Plan (SWPPP).	2	4	12	8	26
b. Update the BTM Stormwater Drainage System Mapping per SWPPP requirements (performed under Task B.2.b. above).	-	-	-	-	0
c. Develop and Submit MSGP Annual Report by April 1, 2015.	2	4	48	8	62
d. Develop and Submit NOI to ANR requesting coverage under reauthorized MSGP. NOI to be submitted no later than 60 days prior to the current MSGP expiration date of August 4, 2016 (i.e. June 4, 2016). However, the ANR, Stormwater Program will be administratively continuing the current MSGP, and as such all current permittees' authorizations will remain in full force and effect until a replacement permit is issued. In accordance with MSGP subsections 1.4.3 and B.2., all current authorizations will remain in full force and effect until a replacement permit is issued. Current permittees will be notified when to submit a an application for coverage under a new MSGP. The timeline for this submission is dependent upon ANR and is unknown at this time.		4	12	2	18
e. POO5 Outfall Corrective Action Investigations					
i. Install two (2) monitoring wells west of Runway 1-19. This effort has been completed.	-	-	-	-	0
ii. Conduct real time system investigations including: a.) Observe the system response during a large storm event. b.) Perform dye testing of the system during a storm event. c.) Perform infiltration monitoring of the existing infiltration system by adding water and sealing the outflow to measure water elevation vs. time (i.e., infiltration rate).		2	12	16	30
iii. Complete alternatives analysis for treatment of stormwater / glycol runoff from the South Apron. Alternatives include: a.) Conveyance to the 890 Ramp treatment system. b.) Conveyance to the Main Air Carrier Apron treatment system. c.) Construction of a new treatment system.		4	40	16	60
Task B. Labor Hours	14	101	528	155	798
Hourly Rates	\$228	\$156	\$125	\$100	
Task B. Labor Costs	\$3,192	\$15,756	\$66,000	\$15,500	\$100,448



TASK-LABOR HOUR SCHEDULE
Burlington International Airport

55 Green Mountain Drive
South Burlington, VT 05403
May 13, 2016

Stormwater Permitting Assistance (FY 2017)

TASK	Principal	Project Manager	Senior Engineer	Technical / Clerical	TOTAL
C. Report Follow-up; Public Outreach Participation; and On-call Coordination/Advice Regarding Compliance Issues					
1. Report and Plan Submittal Follow-up					
a. Address compliance issues as they develop.	2	4	12	4	22
b. Respond to ANR/Public questions and comments.		4	24		28
2. Public Outreach					
a. Attend monthly Clean Water Advisory Subcommittee meetings including Regional Stormwater Education Program (RSEP) and Chittenden County Stream Team (CCST) upon request by BTV. Assume 6 meetings.		8	16		24
3. On-call Consultation & Advice to BTV Management					
a. Provide consultation & advise to BTV Management as-requested		40	30	10	80
4. Main Air Carrier Apron Fuel Containment Alternatives Analysis					
a. Complete Fuel Containment Alternatives Analysis for the Main Air Carrier Apron.	2	20	20	12	54
Task C. Labor Hours	4	76	102	26	208
Hourly Rates	\$228	\$156	\$125	\$100	
Task C. Labor Costs	\$912	\$11,856	\$12,750	\$2,600	\$28,118
Direct Reimbursable Expenses					
Reproduction (Annual Reports, Permit Application Submittals, etc.)					\$500
Travel					\$500
Endyne, Inc - Subconsultant for stormwater lab analysis					\$2,000
Subtotal Direct Reimbursable Expenses					\$3,000
Total Project Hours	18	190	706	487	1401
Total Project Cost	\$4,104	\$29,640	\$88,250	\$48,700	\$173,694

Resolution Relating to

AUTHORIZATION TO EXECUTE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR STORMWATER PERMIT MANAGEMENT SERVICES AT THE BURLINGTON INTERNATIONAL AIRPORT

RESOLUTION

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Sixteen

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

1 That WHEREAS, the City of Burlington (“City”) owns and operates the Burlington International Airport in
2 South Burlington, Vermont (“Airport”); and

3 WHEREAS the Airport is subject to the Vermont Stormwater Management Program, which provides
4 regulatory oversight to ensure proper design and construction of stormwater treatment and control practices as
5 well as construction-related erosion prevention and sediment control practices, necessary to minimize the
6 adverse impacts of stormwater runoff to surface waters throughout Vermont; and

7 WHEREAS the Airport is subject to various conditions under several ongoing Stormwater Permits and
8 requires assistance with Stormwater Permit management responsibilities; and

9 WHEREAS, the Director of Aviation deems the contract with Stantec Consulting Services, Inc., which
10 is attached hereto, to be in the best interest of the City and the Airport; and

11 WHEREAS, the scope of services conducted by Stantec Consulting Services, Inc. will include
12 performing field inspections and stormwater discharge monitoring; developing required annual reports and
13 submitting to the agency of Natural Resources (ANR); maintaining the Airport’s Stormwater Pollution
14 Prevention Plan (SWPPP); providing assistance with stormwater related public outreach programs; and
15 providing on-call stormwater permit assistance.; and

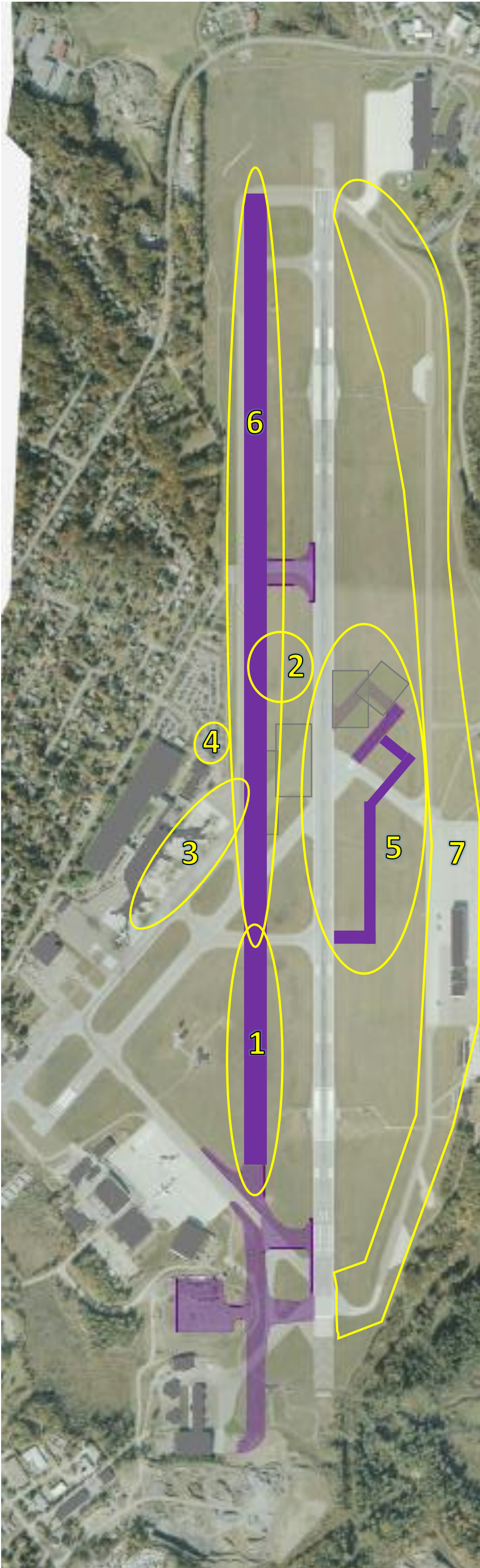
16 WHEREAS, the Director of Aviation requests the City Council authorize him to execute said Contract
17 or one that substantially conforms to the attached.

18 NOW THEREFORE BE IT RESOLVED, that upon the prior approval of the Chief Administrative
19 Officer and the City Attorney as necessary, the Director of Aviation at the Burlington International Airport, be
20 and hereby is authorized to execute the contract with Stantec Consulting Services, Inc. and to execute any
21 other such documents as will be required for the lawful culmination of said amendment.

22
23 NAME/PURPOSE OF CONTRACTS: Stantec Stormwater Permit Management Services Contract
24 ADMINISTRATING DEPARTMENT: Airport
25 CONTRACT AMOUNTS: \$173,694
26 CONTRACT TERM: Effective July 1, 2016 –
27 RENEWAL TERM:
28 DESIGNATION OF FUNDS:
29 FISCAL YEAR: 2017
30 ACCOUNT NAME:
31 ACCOUNT NUMBER:

32
33
34 NRL/AIRPORT – AUTHORIZATION TO EXECUTE CONTRACT WITH STANTEC CONSULTING
35 JUNE 27, 2016

Construction Update Report



Open Projects

- 1. Taxiway K Construction.** Taxiway K is the first phase in a multiphase project to construct a parallel taxiway to Runway 15-33. The construction consists of extending the existing Taxiway K to connect with the new Taxiway B, and will be completed in 2016. The contractor installed all the base materials last year, and will complete the paving this summer. This project resumed the week of April 4th after being shut down for the winter. We anticipate opening the Taxiway for use in early July.

Future Projects

- 2. North Glycol System Upgrades.** Our stormwater system at BTV is inspected on a regular basis. One of the recommendations that came out of those inspections was to upgrade our North Glycol System, which is currently not operating as intended. The upgrades include a new concrete holding tank and larger pipes and pumps to accommodate more treatment capacity for stormwater runoff. This work is planned for the 2016 Construction Season and will start as soon as BTV has a grant offer from FAA, likely mid-July.
- 3. Air Carrier Apron Rehabilitation, Phases 3 - 9.** Rehabilitating the Air Carrier Apron adjacent to the Terminal Building is planned in 9 phases, with phase 2 occurring last summer. Phase 3 and 4 are planned for construction this summer. The work will likely begin in August 2016, and will continue into 2017. The work to be accomplished in the 2016 construction season includes rehabilitating the apron at Gate 11 of the Terminal Building.
- 4. Quick Turn-Around Facility.** Car Rental Companies at BTV currently utilize a car wash facility just north of the Air Traffic Control Tower to wash, fuel, and maintain their fleet of vehicles. Included in the Car Rental Company Agreement that was updated and executed in 2015 was a breakdown of how a portion of the Customer Facility Charges will be used to build a new Quick Turn-around Facility (QTA) to replace the existing, outdated car wash facility. This construction is planned for a July 2016 start date.
- 5. Taxiway B Extension.** The “sea of pavement” is a colloquial term that has been tossed around to label the intersection of Taxiway A and Runway 15-33, which has vast amounts of pavement. This intersection is dangerous for smaller aircrafts that essentially get lost in the “sea of pavement”. FAA has asked BTV to expedite a project that will mitigate this safety concern. On August 27th, 2015, about 20 airport stakeholders, including BTV, Air Guard, FAA, Army Guard, Air Traffic Control, and the State Airports Director, attended an intensive planning session hosted by BTV to discuss design alternatives for relocating Taxiway A. Based on the discussion, we selected one alternative and made comments on the design. The planning process will continue over the next few months, and we are working very diligently to have this project ready for construction in 2017.
- 6. Taxiway G Realignment.** Realigning Taxiway G will be the final phases of the overall project to create a parallel taxiway for Runway 15-33. The first phase is Taxiway K, which is listed above in the open projects section. Taxiway G will be constructed in segments, and will likely take 2 years to complete. Construction is scheduled for 2017-2018 and we are currently working on the design and permits. The construction schedule will overlap with Taxiway B extension, so coordination between the projects is essential.
- 7. Vermont Air National Guard.** VTANG is planning to widen and reconstruct their apron, as well as Taxiways Delta and Foxtrot in 2017.

COMMISSION REPORT

Marketing Updates



This Months Highlights:

Charlie Hudson is a local painter who created a mural in the north terminal of Burlington, VT. We continue to work very hard to bring local artist in and promote their work. Sponsored by: Generator

Champlain College Install:

At the end of the month, Champlain College will be installing a student project 'Grafinity'. This is an interactive and virtual reality game that will be available for travelers.

Viral Facebook Video

We reached approximately 950.3K viewers of a Meteor which was captured on our security cameras. This made national news and significantly increased our fan base. We also were featured on weather.com for a photo of a dust devil taken by a BTV passenger.

Upcoming Events

- September 10— Jet Pull for Hope, American Cancer Society Fundraiser
- September 15— Cookies and Cocktails, A fundraiser for Girl Scout Cookies of Vermont New Hampshire
- September 21 — Rock Paper Scissors Tournament, ANEW place Fundraiser which will help benefit homelessness in VT

Purple Wifi top 5 Locations:

Last Month

1. Burlington, VT
2. Essex Junction, VT
3. Philadelphia, PA
4. Colchester, VT
5. South Burlington, VT

This Month

1. Burlington, VT
2. Essex Junction, VT
3. Plattsburg, NY
4. South Burlington, VT
5. Chicago, IL

Between April 17 2016– May 17 2016 Between May 17 2016– Jun 17 2016

Burlington International Airport
 Passenger and Operational Statistics
April 2016



	<u>April 2016</u>	<u>April 2015</u>	<u>% Change</u>	<u>FY2016 YTD</u>	<u>FY2015 YTD</u>	<u>% Change</u>
**Data not Audited						
Enplaned Passengers	45,467	47,184	-3.64%	495,435	504,586	-1.81%
Deplaned Passengers	45,786	47,890	-4.39%	492,237	497,398	-1.04%
Total Passengers	91,253	95,074	-4.02%	987,672	1,001,984	-1.43%
Departing Load Factor	86%	81%		82%	86%	
Departing Seat Capacity (Actual)	53,049	58,342	-9.07%	605,416	585,327	3.43%
Total Landed Weight	56,126,273	59,673,095	-5.94%	627,309,335	608,924,331	3.02%
FY Commercial Landings	831	843	-1.42%	8,925	8,704	2.54%
FY Cancellations	8	23	-65.22%	187	322	-41.93%
FY Canceled Seats	560	1,508	-62.86%	12,025	22,516	-46.59%

**Minus Delta Flights (November and December 2015)
 One Month Behind on Reporting:

**Data not audited

	<u>April 2016</u>	<u>April 2015</u>	<u>% Change</u>	<u>FY2016 YTD</u>	<u>FY2015 YTD</u>	<u>% Change</u>
Air Carriers	1088	1034	5.2%	10524	7944	32.5%
Air Taxi	960	1024	-6.3%	11108	7499	48.1%
General Aviation	1274	1704	-25.2%	16637	12774	30.2%
Military	484	403	20.1%	3161	2475	27.7%
Total BTV Operations	3806	4165	-8.6%	41430	30692	35.0%

*** Data from FAA Air Traffic Activity Data System Using Itinerant Data

Air Carrier: Seating Capacity of more than 60 seats or a max payload capacity of more than 18,000 pounds

Air Taxi: Maximum seating capacity of 60 seats or a max payload capacity of less than 18,000 pounds

General Aviation: Takeoffs and Landings of all civil aircraft, except those classified as air carrier or air taxi

Military: All classes of military takeoffs and landings

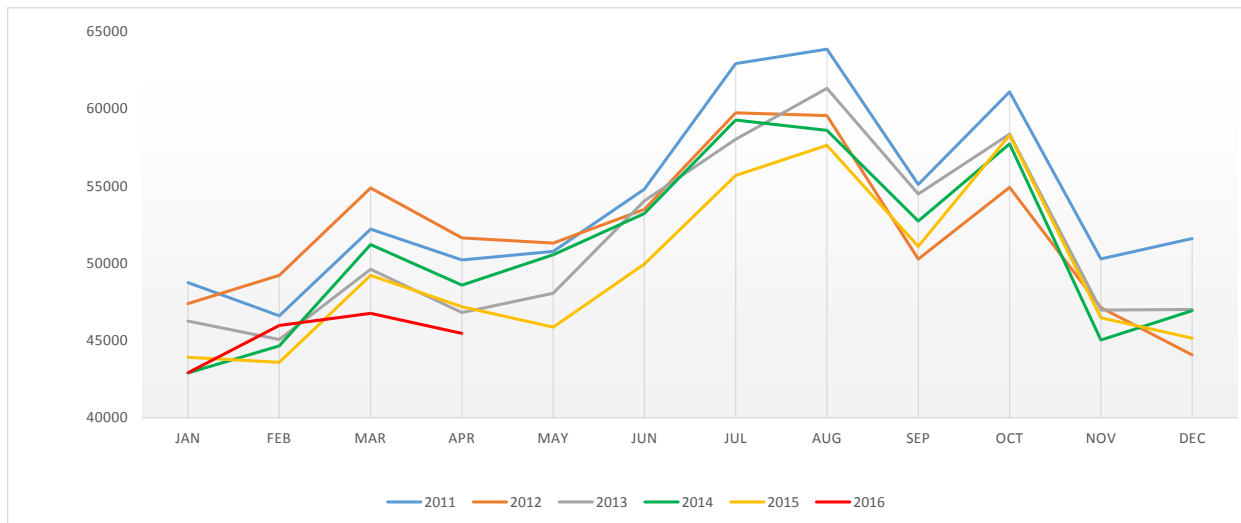
Burlington International Airport
 Passenger and Operational Statistics
April 2016



BTV Enplaned Passengers

C Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
2011	48,746	46,600	52,206	50,211	50,774	54,792	62,931	63,860	55,103	61,092	50,279	51,601	648,195
2012	47,388	49,226	54,871	51,642	51,309	53,491	59,740	59,557	50,273	54,916	47,126	44,065	623,604
2013	46,256	45,066	49,605	46,804	48,058	54,039	58,027	61,325	54,487	58,359	46,967	47,013	616,006
2014	42,901	44,650	51,210	48,583	50,555	53,224	59,273	58,601	52,737	57,727	45,032	46,928	611,421
2015	43,916	43,589	49,215	47,184	45,872	49,944	55,684	57,629	51,089	58,296	46,470	45,153	594,041
2016	42,913	45,975	46,759	45,467									

2011 YTD	48,746	95,346	147,552	197,763	248,537	303,329	366,260	430,120	485,223	546,315	596,594	648,195
2012 YTD	47,388	96,614	151,485	203,127	254,436	307,927	367,667	427,224	477,497	532,413	579,539	623,604
2013 YTD	46,256	91,322	140,927	187,731	235,789	289,828	347,855	409,180	463,667	522,026	568,993	616,006
2014 YTD	42,901	87,551	138,761	187,344	237,899	291,123	350,396	408,997	461,734	519,461	564,493	611,421
2015 YTD	43,916	87,505	136,720	183,904	229,776	279,720	335,404	393,033	444,122	502,418	548,888	594,041
2016 YTD	42,913	88,888	135,647	181,114								



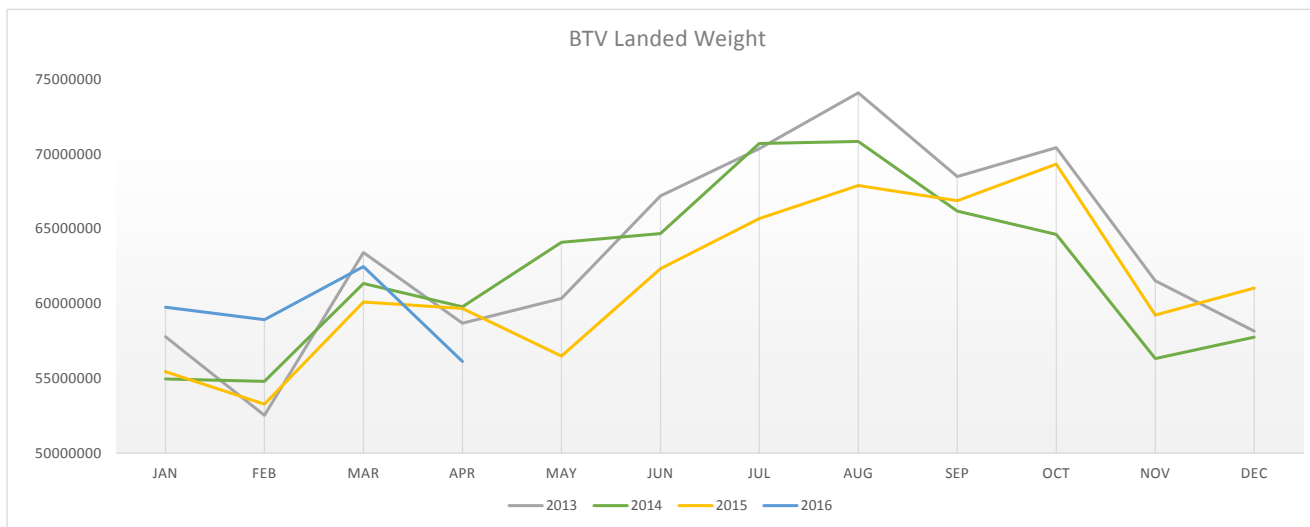
Airline	April 2016	April 2015	% Change	2016 Share	FY2016 YTD	FY2015 YTD	% Change	16 YTD Share
United	12,732	12,891	-1%	28.0%	156,105	149,588	4%	31.5%
American	14,465	15,290	-5%	31.8%	133,940	137,742	-3%	27.0%
Delta	9,268	10,116	-8%	20.4%	107,161	116,973	-8%	21.6%
Jetblue	7,851	7,351	7%	17.3%	84,688	84,692	0%	17.1%
Porter	20	83	0%	0.0%	1,155	1,419	-19%	0.2%
Allegiant	1,131	1,453	-22%	2.5%	12,386	13,788	-10%	2.5%
Subtotal	45,467	47,184	-3.64%	100%	495,435	504,202	-1.74%	100%

Burlington International Airport
 Passenger and Operational Statistics
April 2016



BTV Landed Weight

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
2013	57,778,031	52,523,030	63,421,699	58,688,306	60,341,100	67,198,278	70,353,853	74,095,109	68,495,860	70,425,455	61,521,452	58,160,119	763,002,292
2014	54,953,876	54,793,326	61,338,283	59,783,921	64,096,128	64,682,726	70,702,546	70,844,351	66,186,099	64,626,169	56,324,271	57,747,440	746,079,136
2015	55,444,310	53,270,336	60,105,714	59,673,095	56,481,915	62,334,588	65,677,274	67,889,959	66,876,985	69,329,074	59,229,784	61,031,736	737,344,770
2016	59,752,887	58,922,944	62,472,419	56,126,273									



<u>Airline</u>	<u>April 2016</u>	<u>April 2015</u>	<u>% Change</u>	<u>2016 Share</u>	<u>2016 YTD</u>	<u>2015 YTD</u>	<u>% Change</u>	<u>16 YTD Share</u>
American	17,817,500	18,355,250	-3%	31.7%	155,726,867	145,040,843	7%	27.6%
United	12,598,885	13,785,483	-9%	22.4%	151,411,228	136,095,404	11%	26.8%
Delta	10,260,747	11,767,109	-13%	18.3%	115,643,492	124,487,582	-7%	20.5%
JetBlue	8,581,198	8,775,198	-2%	15.3%	86,691,584	85,967,386	1%	15.3%
Allegiant	1,279,782	1,545,292	-17%	2.3%	11,402,024	12,077,940	-6%	2.0%
Porter	121,000	123,502	0%	0.2%	1,479,522	1,712,765	-14%	0.3%
Federal Expr	4,950,000	4,752,000	4%	8.8%	37,818,000	38,412,000	-2%	6.7%
Wiggins	517,161	569,261	-9%	0.9%	4,664,199	10,355,589	-55%	0.8%
Total	56,126,273	59,673,095	-6%	100%	564,836,916	554,149,509	2%	100%

Date Completed			12/8/2015	02/08-02/15	1/15/2016	03/14-03/21	2/11/2016	04/11-04/18	3/15/2016	05/16-05/23	4/13/2016	06/13-06/20	5/12/2016	7/18-7/23	6/14/2016	8/15-8/20	
FROM:	TO Destination:	Code	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference	
BTV	Washington, D.C. National	DCA	\$ 206.00		\$ 213.00		\$ 283.00		\$ 289.00		\$ 299.00		\$ 369.00		\$ 365.00		
MHT			\$ 168.00	\$ 38.00	\$ 197.00	\$ 16.00	\$ 193.00	\$ 90.00	\$ 197.00	\$ 92.00	\$ 207.00	\$ 92.00	\$ 263.00	\$ 106.00	\$ 277.00	\$ 88.00	
ALB			\$ 213.00	\$ (7.00)	\$ 231.00	\$ (18.00)	\$ 231.00	\$ 52.00	\$ 247.00	\$ 42.00	\$ 257.00	\$ 42.00	\$ 318.00	\$ 51.00	\$ 322.00	\$ 43.00	
YUL			\$ 235.00	\$ (29.00)	\$ 220.00	\$ (7.00)	\$ 254.00	\$ 29.00	\$ 282.00	\$ 7.00	\$ 389.00	\$ (90.00)	\$ 446.00	\$ (77.00)	\$ 327.00	\$ 38.00	
BTV	Baltimore, MD	BWI	\$ 401.00		\$ 409.00		\$ 396.00		\$ 411.00		\$ 432.00		\$ 466.00		\$ 432.00		
MHT			\$ 182.00	\$ 219.00	\$ 230.00	\$ 179.00	\$ 326.00	\$ 70.00	\$ 164.00	\$ 247.00	\$ 280.00	\$ 152.00	\$ 456.00	\$ 10.00	\$ 392.00	\$ 40.00	
ALB			\$ 252.00	\$ 149.00	\$ 329.00	\$ 80.00	\$ 325.00	\$ 71.00	\$ 240.00	\$ 171.00	\$ 301.00	\$ 131.00	\$ 294.00	\$ 172.00	\$ 309.00	\$ 123.00	
YUL			\$ 313.00	\$ 88.00	\$ 287.00	\$ 122.00	\$ 297.00	\$ 99.00	\$ 306.00	\$ 105.00	\$ 318.00	\$ 114.00	\$ 334.00	\$ 132.00	\$ 343.00	\$ 89.00	
BTV	Washington Dulles, VA	IAD	\$ 201.00		\$ 213.00		\$ 218.00		\$ 253.00		\$ 299.00		\$ 500.00		\$ 417.00		
MHT			\$ 194.00	\$ 7.00	\$ 238.00	\$ (25.00)	\$ 206.00	\$ 12.00	\$ 239.00	\$ 14.00	\$ 330.00	\$ (31.00)	\$ 520.00	\$ (20.00)	\$ 496.00	\$ (79.00)	
ALB			\$ 232.00	\$ (31.00)	\$ 247.00	\$ (34.00)	\$ 239.00	\$ (21.00)	\$ 231.00	\$ 22.00	\$ 241.00	\$ 58.00	\$ 297.00	\$ 203.00	\$ 365.00	\$ 52.00	
YUL			\$ 185.00	\$ 16.00	\$ 185.00	\$ 28.00	\$ 215.00	\$ 3.00	\$ 248.00	\$ 5.00	\$ 265.00	\$ 34.00	\$ 321.00	\$ 179.00	\$ 416.00	\$ 1.00	
BTV	Las Vegas, NV	LAS	\$ 355.00		\$ 406.00		\$ 372.00		\$ 413.00		\$ 408.00		\$ 482.00		\$ 466.00		
MHT			\$ 359.00	\$ (4.00)	\$ 428.00	\$ (22.00)	\$ 354.00	\$ 18.00	\$ 359.00	\$ 74.00	\$ 441.00	\$ (33.00)	\$ 427.00	\$ 55.00	\$ 392.00	\$ 32.00	
ALB			\$ 360.00	\$ (5.00)	\$ 386.00	\$ 20.00	\$ 352.00	\$ 20.00	\$ 438.00	\$ (25.00)	\$ 457.00	\$ (49.00)	\$ 530.00	\$ (48.00)	\$ 519.00	\$ (53.00)	
YUL			\$ 335.00	\$ 20.00	\$ 329.00	\$ 77.00	\$ 306.00	\$ 66.00	\$ 349.00	\$ 64.00	\$ 358.00	\$ 50.00	\$ 400.00	\$ 82.00	\$ 370.00	\$ 96.00	
BTV	Chicago, IL	ORD	\$ 260.00		\$ 274.00		\$ 377.00		\$ 283.00		\$ 463.00		\$ 438.00		\$ 444.00		
MHT			\$ 204.00	\$ 56.00	\$ 200.00	\$ 70.00	\$ 200.00	\$ 177.00	\$ 238.00	\$ 45.00	\$ 265.00	\$ 198.00	\$ 354.00	\$ 84.00	\$ 392.00	\$ 57.00	
ALB			\$ 214.00	\$ 46.00	\$ 207.00	\$ 67.00	\$ 349.00	\$ 28.00	\$ 349.00	\$ (66.00)	\$ 358.00	\$ 105.00	\$ 409.00	\$ 29.00	\$ 405.00	\$ 39.00	
YUL			\$ 227.00	\$ 33.00	\$ 240.00	\$ 34.00	\$ 350.00	\$ 27.00	\$ 237.00	\$ 46.00	\$ 383.00	\$ 80.00	\$ 339.00	\$ 99.00	\$ 404.00	\$ 40.00	
BTV	JFK, NY	JFK	\$ 137.00		\$ 170.00		\$ 127.00		\$ 158.00		\$ 229.00		\$ 236.00		\$ 221.00		
MHT			\$ 330.00	\$ (193.00)	\$ 334.00	\$ (164.00)	\$ 340.00	\$ (213.00)	\$ 360.00	\$ (202.00)	\$ 359.00	\$ (130.00)	\$ 450.00	\$ (214.00)	\$ 466.00	\$ (245.00)	
ALB			\$ 369.00	\$ (232.00)	\$ 361.00	\$ (191.00)	\$ 372.00	\$ (245.00)	\$ 352.00	\$ (194.00)	\$ 364.00	\$ (135.00)	\$ 420.00	\$ (184.00)	\$ 495.00	\$ (274.00)	
YUL			\$ 234.00	\$ (97.00)	\$ 232.00	\$ (62.00)	\$ 231.00	\$ (104.00)	\$ 290.00	\$ (132.00)	\$ 286.00	\$ (57.00)	\$ 272.00	\$ (36.00)	\$ 339.00	\$ (118.00)	
BTV	LaGuardia, NY	LGA	\$ 131.00		\$ 137.00		\$ 137.00		\$ 127.00		\$ 196.00		\$ 342.00		\$ 213.00		
MHT			\$ 284.00	\$ (153.00)	\$ 310.00	\$ (173.00)	\$ 255.00	\$ (118.00)	\$ 233.00	\$ (106.00)	\$ 283.00	\$ (87.00)	\$ 318.00	\$ 24.00	\$ 391.00	\$ (178.00)	
ALB			\$ 406.00	\$ (275.00)	\$ 392.00	\$ (255.00)	\$ 334.00	\$ (197.00)	\$ 352.00	\$ (225.00)	\$ 354.00	\$ (158.00)	\$ 432.00	\$ (90.00)	\$ 396.00	\$ (183.00)	
YUL			\$ 234.00	\$ (103.00)	\$ 232.00	\$ (95.00)	\$ 231.00	\$ (94.00)	\$ 250.00	\$ (123.00)	\$ 240.00	\$ (44.00)	\$ 268.00	\$ 74.00	\$ 287.00	\$ (74.00)	
BTV	Detroit, MI	DTW	\$ 315.00		\$ 354.00		\$ 312.00		\$ 272.00		\$ 476.00		\$ 604.00		\$ 643.00		
MHT			\$ 255.00	\$ 60.00	\$ 269.00	\$ 85.00	\$ 233.00	\$ 79.00	\$ 192.00	\$ 80.00	\$ 296.00	\$ 180.00	\$ 391.00	\$ 213.00	\$ 349.00	\$ 294.00	
ALB			\$ 182.00	\$ 133.00	\$ 283.00	\$ 71.00	\$ 357.00	\$ (45.00)	\$ 312.00	\$ (40.00)	\$ 329.00	\$ 147.00	\$ 653.00	\$ (49.00)	\$ 407.00	\$ 236.00	
YUL			\$ 309.00	\$ 6.00	\$ 288.00	\$ 66.00	\$ 345.00	\$ (33.00)	\$ 377.00	\$ (105.00)	\$ 392.00	\$ 84.00	\$ 406.00	\$ 198.00	\$ 479.00	\$ 164.00	
BTV	Newark, NJ	EWR	\$ 157.00		\$ 137.00		\$ 137.00		\$ 127.00		\$ 229.00		\$ 535.00		\$ 386.00		
MHT			\$ 289.00	\$ (132.00)	\$ 315.00	\$ (178.00)	\$ 255.00	\$ (118.00)	\$ 233.00	\$ (106.00)	\$ 283.00	\$ (54.00)	\$ 416.00	\$ 119.00	\$ 391.00	\$ (5.00)	
ALB			\$ 355.00	\$ (198.00)	\$ 378.00	\$ (241.00)	\$ 341.00	\$ (204.00)	\$ 341.00	\$ (214.00)	\$ 361.00	\$ (132.00)	\$ 424.00	\$ 111.00	\$ 434.00	\$ (48.00)	
YUL			\$ 267.00	\$ (110.00)	\$ 224.00	\$ (87.00)	\$ 242.00	\$ (105.00)	\$ 274.00	\$ (147.00)	\$ 260.00	\$ (31.00)	\$ 283.00	\$ 252.00	\$ 209.00	\$ 177.00	
BTV	Atlanta, GA	ATL	\$ 338.00		\$ 251.00		\$ 301.00		\$ 357.00		\$ 326.00		\$ 527.00		\$ 453.00		
MHT			\$ 267.00	\$ 71.00	\$ 310.00	\$ (59.00)	\$ 301.00	\$ -	\$ 205.00	\$ 152.00	\$ 269.00	\$ 57.00	\$ 417.00	\$ 110.00	\$ 362.00	\$ 91.00	
ALB			\$ 222.00	\$ 116.00	\$ 313.00	\$ (62.00)	\$ 361.00	\$ (60.00)	\$ 327.00	\$ 30.00	\$ 303.00	\$ 23.00	\$ 427.00	\$ 100.00	\$ 335.00	\$ 118.00	
YUL			\$ 318.00	\$ 20.00	\$ 273.00	\$ (22.00)	\$ 310.00	\$ (9.00)	\$ 360.00	\$ (3.00)	\$ 358.00	\$ (32.00)	\$ 377.00	\$ 150.00	\$ 381.00	\$ 72.00	
BTV	Orlando/Sanford, FL ***	SFB		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
MHT				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
ALB				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
YUL				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
BTV	Fort Lauderdale, FL	FLL	\$ 321.00		\$ 332.00		\$ 276.00		\$ 292.00		\$ 366.00		\$ 346.00		\$ 352.00		
MHT			\$ 282.00	\$ 39.00	\$ 277.00	\$ 55.00	\$ 267.00	\$ 9.00	\$ 184.00	\$ 108.00	\$ 209.00	\$ 157.00	\$ 358.00	\$ (12.00)	\$ 295.00	\$ 57.00	
ALB			\$ 188.00	\$ 133.00	\$ 237.00	\$ 95.00	\$ 230.00	\$ 46.00	\$ 177.00	\$ 115.00	\$ 194.00	\$ 172.00	\$ 270.00	\$ 76.00	\$ 252.00	\$ 100.00	
YUL			\$ 272.00	\$ 49.00	\$ 246.00	\$ 86.00	\$ 246.00	\$ 30.00	\$ 290.00	\$ 2.00	\$ 277.00	\$ 89.00	\$ 279.00	\$ 67.00	\$ 277.00	\$ 75.00	
BTV	Denver, CO	DEN	\$ 378.00		\$ 378.00		\$ 360.00		\$ 336.00		\$ 409.00		\$ 602.00		\$ 563.00		
MHT			\$ 380.00	\$ (2.00)	\$ 345.00	\$ 33.00	\$ 350.00	\$ 10.00	\$ 350.00	\$ (14.00)	\$ 482.00	\$ (73.00)	\$ 530.00	\$ 72.00	\$ 478.00	\$ 85.00	
ALB			\$ 436.00	\$ (58.00)	\$ 406.00	\$ (28.00)	\$ 415.00	\$ (55.00)	\$ 407.00	\$ (71.00)	\$ 385.00	\$ 24.00	\$ 444.00	\$ 158.00	\$ 439.00	\$ 124.00	
YUL			\$ 384.00	\$ (6.00)	\$ 322.00	\$ 56.00	\$ 324.00	\$ 36.00	\$ 334.00	\$ 2.00	\$ 355.00	\$ 54.00	\$ 361.00	\$ 241.00	\$ 367.00	\$ 196.00	
BTV	Los Angeles, CA	LAX	\$ 406.00		\$ 417.00		\$ 410.00		\$ 426.00		\$ 470.00		\$ 638.00		\$ 538.00		
MHT			\$ 384.00	\$ 22.00	\$ 418.00	\$ (1.00)	\$ 350.00	\$ 60.00	\$ 424.00	\$ 2.00	\$ 476.00	\$ (6.00)	\$ 506.00	\$ 132.00	\$ 541.00	\$ (3.00)	
ALB			\$ 415.00	\$ (9.00)	\$ 372.00	\$ 45.00	\$ 384.00	\$ 26.00	\$ 384.00	\$ 42.00	\$ 412.00	\$ 58.00	\$ 495.00	\$ 143.00	\$ 462.00	\$ 76.00	
YUL			\$ 335.00	\$ 71.00	\$ 331.00	\$ 86.00	\$ 321.00	\$ 89.00	\$ 369.00	\$ 57.00	\$ 394.00	\$ 76.00	\$ 422.00	\$ 216.00	\$ 401.00	\$ 137.00	
BTV	Charlotte, NC	CLT		\$ -		\$ -		\$ -		\$ -		\$ 203.00		\$ 312.00		\$ 323.00	
MHT				\$ -		\$ -		\$ -		\$ -		\$ 266.00	\$ (63.00)	\$ 281.00	\$ 31.00	\$ 287.00	\$ 36.00
ALB				\$ -		\$ -		\$ -		\$ -		\$ 248.00	\$ (45.00)	\$ 311.00	\$ 1.00	\$ 277.00	\$ 46.00
YUL				\$ -		\$ -		\$ -		\$ -		\$ 478.00	\$ (275.00)	\$ 446.00	\$ (134.00)	\$ 445.00	\$ (122.00)
Cumulative Average Difference				\$ (6.00)		\$ (8.40)		\$ (11.29)		\$ (5.93)		\$ 14.49		\$ 62.80		\$ 32.00	
MHT Average Difference				MHT \$ 2.00		MHT \$ (13.14)		MHT \$ 5.43		MHT \$ 27.57		MHT \$ 23.93		MHT \$ 47.33		MHT \$ 18.00	
ALB Average Difference				ALB \$ (17.00)		ALB \$ (32.21)		ALB \$ (41.71)		ALB \$ (29.50)		ALB \$ 16.07		ALB \$ 44.87		ALB \$ 26.60	
YUL Average Difference				YUL \$ (3.00)		YUL \$ 20.14		YUL \$ 2.43		YUL \$ (15.86)		YUL \$ 3.47		YUL \$ 96.20		YUL \$ 51.40	