

JP EMB

Settlement Agreement

1. Traveler's Insurance Company shall pay a total of \$13,500 to Jason Ploof and his counsel (including ACLU and Dinse, P.C.).
2. Each party to this agreement shall be responsible for their own costs and attorney's fees, except the entire mediator's fee shall be paid by Traveler's Insurance Company.
3. The parties shall jointly file a stipulation of dismissal of all claims with prejudice.
4. The parties shall work cooperatively with other appropriate stakeholders to prepare a proposed municipal ordinance governing no-trespass orders on all City properties (excepting the Church Street Marketplace and other streets and rights of way), that shall be submitted to the Ordinance Committee of the Burlington City Council on or before September 1, 2019, and shall be passed by the end of the year (with extensions of time as reasonably necessary).
5. The ordinance proposed by the City Attorney's Office shall contain provisions substantially consistent with the following:
 - a. An individual shall be warned verbally and given an opportunity to cure the offending conduct prior to being issued a no-trespass order;
 - b. A no-trespass order shall be issued only upon a violation of an ordinance, rule, regulation, or state statute, or for violation of a lawful directive issued in response to conduct to be specified by further agreement of the parties hereto;
 - c. Any no-trespass order shall be accompanied by a written notice of (i) the opportunity to challenge the notice, (ii) the opportunity for a hearing, (iii) the location at which a request for appeal may be filed, and (iv) whether the no-trespass order will be stayed pending appeal;
 - d. The discretion to issue a no-trespass order for a period exceeding thirty days shall be subject to meaningful and adequate constraints to be further discussed by the parties;
 - e. Appeals of no-trespass orders shall stay their enforcement (absent exigent circumstances);
 - f. Any appeal of a no-trespass order shall be governed by the preponderance of the evidence standard;

- g. Individuals subject to no-trespass notices will have means of accessing City property for work, residence, access to government services, and the exercise of constitutionally protected activities; and
 - h. Any appeal process shall have clear and adequate timelines.
6. On an interim basis, the City and the Burlington Police Department shall implement Burlington City Ordinance 21-48 as follows:
- a. A no-trespass order based upon a first offense shall expire at the end of the day upon which the order was issued;
 - b. A no-trespass order based upon a second offense shall expire at the end of seven days;
 - c. A no-trespass order based upon a third offense shall expire at the end of fourteen days;
 - d. Any violations of a no-trespass order issued pursuant to Burlington City Ordinance 21-48 shall be subject to citation (but not arrest) except that (i) any unlawful activity interfering with the construction project in City Hall Park shall not be subject to this limitation and (ii) if the City implements due process procedures substantially consistent with the draft ordinance attached hereto, this paragraph shall be of no effect.
7. Jason Ploof shall execute a standard form general release of the City of Burlington and Traveler's Insurance Company for all claims asserted or which could have been asserted in this litigation arising from the issuance of no-trespass orders and arrest for violation of a no-trespass order in 2015.

IN WITNESS WHEREOF, this Settlement Agreement has been executed by the undersigned on June 26, 2019.

Eileen Blackwood

City of Burlington

By: *Eileen Blackwood, City Attorney*

Jason Ploof

By: *JASON PLOOF PLAINTIFF*