

# Journal of the House

Wednesday, March 25, 2026

At one o'clock in the afternoon, the Speaker called the House to order and then recessed until the fall of the gavel.

## Called to Order

At one o'clock and fifty-three minutes in the afternoon, the Speaker called the House to order.

## Devotional Exercises

Devotional exercises were conducted by Rep. Ashley Bartley of Fairfax.

## Senate Bill Referred

### S. 326

Senate bill, entitled

An act relating to miscellaneous amendments to laws relating to motor vehicles

Was read the first time and referred to the Committee on Transportation.

## Joint Senate Resolution Adopted in Concurrence

### J.R.S. 46

By Senator Baruth,

**J.R.S. 46.** Joint resolution relating to weekend adjournment on March 27, 2026.

### *Resolved by the Senate and House of Representatives:*

That when the two Houses adjourn on Friday, March 27, 2026, it be to meet again no later than Tuesday, March 31, 2026.

Was taken up, read, and adopted in concurrence.

## Ceremonial Readings

### H.C.R. 221

Offered by All Members of the House

House concurrent resolution recognizing March 25, 2026, as National Medal of Honor Day in Vermont

*Whereas*, in 1861, President Abraham Lincoln signed Public Resolution 82, the original Medal of Honor legislation, and

*Whereas*, the first recipients of the Medal of Honor were soldiers, known collectively as Andrews' Raiders, who led a daunting mission to cross Confederate lines to steal a train (popularly known as the "Great Locomotive Chase"), and six of those soldiers were honored on March 25, 1863, and

*Whereas*, 64 Medals of Honor have been issued to recipients identified as Vermonters, having been either born or enlisted in the State, including the Civil War (57), the 19th-century American Indian Wars (1), the Philippines Campaign (1), interim periods (2), and World War II (3), and

*Whereas*, a unique recipient was William "Willie" Johnston, an 11-year-old resident of the Northeast Kingdom community of Salem, now Derby, who, begging to accompany his father to his 1861 military enlistment, was accepted as a drummer in the 3rd Vermont Volunteer Infantry Regiment, D Company, and

*Whereas*, on September 16, 1863, when Willie Johnston was only 13 years of age, U.S. Secretary of War Edwin Stanton bestowed on him this great honor, in recognition of his valor and perseverance during the 1862 Peninsula Campaign, as the sole drummer in his division to retain his instrument through the harrowing ordeal of a forced march from Richmond after the Union troops' failure to secure the Confederate Capital, and as of 2026, he remains the youngest Medal of Honor recipient, and

*Whereas*, of the eight submariner recipients, two were credited to Vermont; the first was Torpedoman Henry Breault (1923 in the Panama Canal Zone), the only enlisted and first submariner to be so honored; the second honoree was Commander Lawson Paterson "Red" Ramage, in recognition for World War II bravery, and

*Whereas*, in accordance with Pub. L. No. 101-564 (1990), March 25, which was the date the first medals were issued in 1863, has been observed as National Medal of Honor Day, *now therefore be it*

***Resolved by the Senate and House of Representatives:***

That the General Assembly recognizes March 25, 2026, as National Medal of Honor Day in Vermont, *and be it further*

***Resolved:*** That the Secretary of State is directed to send a copy of this resolution to the Green Mountain Submarine Veterans and Mr. Robert Burke, director of the Vermont Office of Veterans Affairs and president of the Vermont National Guard Library and Museum.

Having been adopted in concurrence on Friday, March 13, 2026 in accord with Joint Rule 16b, was read.

### H.C.R. 222

Offered by Representatives Rachelson of Burlington, Arsenault of Williston, Berbeco of Winooski, Bishop of Colchester, Bluemle of Burlington, Bos-Lun of Westminster, Brown of Richmond, Campbell of St. Johnsbury, Chapin of East Montpelier, Cina of Burlington, Coffin of Cavendish, Cole of Hartford, Cooper of Pownal, Dodge of Essex, Donahue of Northfield, Duke of Burlington, Howard of Rutland City, Kleppner of Burlington, Krasnow of South Burlington, Labor of Morgan, LaMont of Morristown, McGill of Bridport, Noyes of Wolcott, Nugent of South Burlington, Olson of Starksboro, Priestley of Bradford, Scheu of Middlebury, Stevens of Waterbury, Tomlinson of Winooski, and Wood of Waterbury

Offered by Senators Bongartz, Clarkson, Cummings, Hardy, Mattos, Perchlik, and Ram Hinsdale

House concurrent resolution honoring the Vermont nonprofit sector and the pivotal leadership and support it receives from Common Good Vermont

*Whereas*, nonprofit organizations build and sustain healthy and vibrant communities and make Vermont a better place to live, work, and play, and

*Whereas*, Vermonters enhance the well-being of their communities through contributions of volunteer time and financial resources to nonprofit organizations, and

*Whereas*, day after day, the nonprofit sector expands opportunities for millions of individuals throughout the United States, and

*Whereas*, nonprofits provide beneficial and essential services in support of arts, education, environmental protection, and food access; assist the homeless; and offer housing, legal services, library facilities, mental health care, youth services, and other community and social services, and

*Whereas*, according to the Bureau of Labor Statistics, nonprofits employ one in five Vermont workers and pay over \$3 billion annually in wages, and

*Whereas*, nonprofits are a major economic driver for the State, generating more than \$10 billion in annual revenue, and

*Whereas*, nonprofits are accountable through both board governance and governmental oversight, and they serve Vermonters on behalf of the government to deliver programs and services communities value and rely on, and

*Whereas*, Common Good Vermont is the association that is dedicated to uniting, strengthening, and advocating for Vermont's nonprofit sector, and

*Whereas*, this critical organization contributes to the success and effectiveness of Vermont nonprofits through its delivery of online resources, education and training programs, and informative meetings, and by providing opportunities for connection and advocacy activities, and

*Whereas*, today, March 25, 2026, under the auspices of Common Good Vermont, nonprofit organizations are in the State House to educate legislators concerning the activities of the nonprofit sector, *now therefore be it*

***Resolved by the Senate and House of Representatives:***

That the General Assembly honors the Vermont nonprofit sector and the pivotal leadership and support it receives from Common Good Vermont, *and be it further*

***Resolved:*** That the Secretary of State be directed to send a copy of this resolution to Common Good Vermont.

Having been adopted in concurrence on Friday, March 13, 2026 in accord with Joint Rule 16b, was read.

**Communication from Rep. Taylor of Milton**

“March 24, 2026

The Honorable Jill Krowinski,  
Speaker of the House  
Vermont House of Representatives  
115 State Street, Montpelier, VT 05633

cc: The Honorable Pattie McCoy, House Minority Leader

Dear Speaker Krowinski:

Please accept this letter as formal notice of my resignation from my seat in the Vermont House of Representatives, representing the Milton and Georgia district, effective at the end of the day on Friday, March 27, 2026.

Serving the people of Milton and Georgia in Montpelier has been a tremendous honor. I am grateful for the trust residents have placed in me and for the opportunity to work on issues that matter to our communities and our State.

During my time in office, I have had the privilege of serving both at the state level and locally in the Town of Milton. As Milton continues to move forward with a number of important projects and long-term initiatives, I believe the right decision is to focus my full attention on

the work happening at the local level.

I am proud of the work accomplished during my time in Montpelier and thankful for the opportunity to serve alongside many dedicated colleagues. I wish you all well in the ever - challenging work ahead.

Respectfully,

Representative Chris Taylor,  
Chittenden-Franklin District”

### **Third Reading; Bills Passed**

House bills of the following titles were severally taken up, read the third time, and passed:

#### **H. 931**

House bill, entitled

An act relating to miscellaneous changes in education law

#### **H. 211**

House bill, entitled

An act relating to data brokers and personal information

#### **H. 577**

House bill, entitled

An act relating to establishing the Vermont Prescription Drug Discount Card Program

#### **H. 718**

House bill, entitled

An act relating to building energy efficiency

#### **H. 740**

House bill, entitled

An act relating to the greenhouse gas inventory and registry

#### **H. 778**

House bill, entitled

An act relating to dam safety

**H. 861**

House bill, entitled

An act relating to establishing an Americans with Disabilities Act Coordinator

**H. 915**

House bill, entitled

An act relating to establishing an extended producer responsibility program for beverage containers

**Action on Bill Postponed****H. 937**

House bill, entitled

An act relating to miscellaneous judiciary procedures

Was taken up and, pending third reading of the bill, on motion of **Rep. Rachelson of Burlington**, action on the bill was postponed two legislative days.

**Second Reading; Bill Amended; Third Reading Ordered****H. 67**

**Rep. Waters Evans of Charlotte**, for the Committee on Government Operations and Military Affairs, to which had been referred House bill, entitled

An act relating to legislative operations and government accountability

Reported in favor of its passage when amended by striking out all after the enacting clause and inserting in lieu thereof the following:

\* \* \* Purpose and Findings \* \* \*

**Sec. 1. PURPOSE**

The purpose of this act is to advance the principle of government accountability by examining how evidence is used to inform policy, how State laws are implemented, and how legislation may be structured to achieve its intended outcomes. This act seeks to support consistent and transparent accountability practices through simple, clear, independent, objective, and fact-based processes.

---

\* \* \* Pilot Government Accountability Project \* \* \*

Sec. 2. PILOT GOVERNMENT ACCOUNTABILITY PROJECT

(a) Assignment. The Joint Fiscal Committee shall, in addition to its other duties described in law and rules, conduct the Pilot Government Accountability Project to examine governmental practices, make recommendations on improving those practices, and develop effective tools for evaluating government accountability.

(b) Selection of Project issues before the Committee. The Chief Fiscal Officer of the Joint Fiscal Office, in consultation with the Speaker of the House, the President Pro Tempore, and the leaders of the major political parties in both the House and the Senate, will select issues for the Committee's consideration and refer these to the Joint Fiscal Committee on or before August 1, 2026.

(c) Charge. The Committee is charged with completing, to the extent feasible, Project elements as described in this section.

(1) Examination of issues selected by Committee. The Committee shall be empowered to examine, investigate, and otherwise analyze issues that it selects pursuant to subsection (b) of this section.

(2) Review of program performance. The Committee shall examine whether State programs and initiatives are advancing the policy goals established in statute, including consideration of outcome data, implementation progress, and operational challenges.

(3) Consideration of evidence and evaluation. The Committee shall review available research, independent evaluations, audits, and performance measures relevant to State programs and policies and encourage the use of reliable data and evaluation methods in legislative decision making.

(4) Identification of effective practices and improvement opportunities. The Committee shall highlight approaches that demonstrate positive outcomes, identify barriers to effective implementation, and recommend reasonable opportunities for improvement, coordination, or replication where appropriate.

(5) Support for alignment of policy, funding, and outcomes. The Committee shall provide information and recommendations that assist the General Assembly in aligning appropriations, statutory intent, and measurable results.

(6) Monitoring of follow-up actions. The Committee shall, when issuing recommendations, request updates from relevant agencies regarding actions taken or progress made, as appropriate.

(7) Coordination with existing oversight entities. The Committee shall work in consultation with legislative committees of jurisdiction, the State Auditor, the Chief Performance Officer, and other relevant entities to avoid duplication and to support efficient use of State resources.

(8) Surveying of data and data impact. The Committee shall survey available State data and documented impacts to better understand implementation, outcomes, and opportunities for improvement.

(9) Communication of outcomes. The Committee shall consider how and when program outcomes and performance information are communicated, including the audiences receiving such information and the clarity, timeliness, and usefulness of the communication for supporting transparency, public understanding, and informed decision making.

(10) Development of evaluation tools. The Committee may consider the development or use of appropriate tools and methods to assess program outcomes and performance, including measures that support consistent evaluation, transparency, and informed legislative and administrative decision making.

(d) Report. On or before December 15, 2026, and again on or before November 15, 2027, the Committee shall present and submit a written report to the House Committee on Government Operations and Military Affairs and the Senate Committee on Government Operations that includes any findings on the issues examined and any recommendations for legislative action.

\* \* \* Joint Fiscal Office Consultant; Appropriation \* \* \*

### Sec. 3. JOINT FISCAL OFFICE CONSULTANT; APPROPRIATION

(a) Committee personnel. The Joint Fiscal Office may, to conduct research and analysis and to provide other support as necessary for the Pilot Government Accountability Project, either:

(1) contract with a consultant for a two-year term; or

(2) create a new exempt temporary service position for a two-year term.

(b) Appropriation. There is appropriated to the Joint Fiscal Office from the General Fund in fiscal year 2027 the sum of \$150,000.00 for Pilot Government Accountability Project personnel.

\* \* \* Effective Date \* \* \*

### Sec. 4. EFFECTIVE DATE

This act shall take effect on passage.

**Rep. Stevens of Waterbury**, for the Committee on Appropriations, recommended that the report of the Committee on Government Operations and Military Affairs be amended by striking out Sec. 3, Legislative Joint Fiscal Office consultant; appropriation, in its entirety and inserting in lieu thereof a new Sec. 3 to read as follows:

Sec. 3. LEGISLATIVE JOINT FISCAL OFFICE CONSULTANT

(a) Committee personnel. The Legislative Joint Fiscal Office may, to conduct research and analysis and to provide other support as necessary for the Pilot Government Accountability Project, either:

(1) contract with a consultant for a two-year term; or

(2) create a new exempt limited service position for a two-year term.

(b) Appropriation. There is appropriated to the Legislative Joint Fiscal Office from the General Fund in fiscal year 2027 the sum of \$300,000.00, to be used for Pilot Government Accountability Project personnel over a two-year period.

The bill, having appeared on the Notice Calendar, was taken up, read the second time, and the report of the Committee on Government Operations and Military Affairs was amended as recommended by the Committee on Appropriations. Report of the Committee on Government Operations and Military Affairs, as amended, agreed to and third reading ordered.

**Second Reading; Bill Amended; Third Reading Ordered**

**H. 772**

**Rep. Krasnow of South Burlington**, for the Committee on General and Housing, to which had been referred House bill, entitled

An act relating to residential rental agreements, eviction procedures, and the creation of the positive rental payment credit reporting pilot program

Reported in favor of its passage when amended by striking out all after the enacting clause and inserting in lieu thereof the following:

\* \* \* Termination of Residential Rental Agreement \* \* \*

Sec. 1. 9 V.S.A. chapter 137 is amended to read:

CHAPTER 137. RESIDENTIAL RENTAL AGREEMENTS

Subchapter 1. General

§ 4451. DEFINITIONS

As used in this chapter:

(1)(A) “Actual notice” means receipt of written notice either:

(i) hand-delivered or;

(ii) delivered by sheriff service;

(iii) mailed to the last known address or the address provided in the residential rental agreement;

(iv) emailed to an email address included in the lease agreement and mailed as described in subdivision (iii) of this subdivision (1)(A); or

(v) if the last address is unknown, posted to the door of the dwelling unit.

(B) A There is created a rebuttable presumption that the notice was received three five days after:

(i) the date the email was sent if sent via electronic means;

(ii) the date the notice was posted to the door; or

(iii) mailing is created if the sending party proves that the notice was sent by first-class or certified U.S. mail, the date of the mailing.

\* \* \*

(11) “Immediate family” means:

(A) an adult person related by blood, adoption, civil marriage, or civil union;

(B) an unmarried parent of a joint child;

(C) a child, grandchild, foster child, ward, or guardian; or

(D) a child, grandchild, foster child, ward, or guardian of any person listed in subdivision (A) or (B) of this subdivision (11).

\* \* \*

## Subchapter 2. Residential Rental Agreements

### § 4455. TENANT OBLIGATIONS; PAYMENT OF RENT; RENT INCREASES

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) An increase in rent shall take effect on the first day of the rental period following no less than 60 days’ actual notice to the tenant.

(c) A landlord shall not increase rent more than once in any 12-month period. This subsection shall not prohibit a landlord from increasing rent after the purchase of a dwelling unit subject to the requirements of this section.

\* \* \*

#### § 4456a. RESIDENTIAL RENTAL APPLICATION

(a)(1) A landlord or a landlord's agent shall not charge an application fee to any individual in order to apply to enter into a rental agreement for a residential dwelling unit. This subsection shall not be construed to prohibit a person from charging a fee to a person in order to apply to rent commercial or nonresidential property.

(2) As used in this section, an "application fee" means any fee, charge, or cost to submit a residential rental application including any third-party processing payment.

(3) A landlord or a landlord's agent may charge actual costs to conduct a background or credit check of an applicant, unless the tenant or applicant provides a current credit report as part of the application, in which case the landlord or landlord's agent shall not charge for a credit check. For purposes of this subdivision, a "current credit report" means a report dated within 90 days prior to the date of the residential rental application.

(4) If charging for a background or credit check on an applicant, the landlord or the landlord's agent shall provide a copy of the results of the background or credit check to the applicant.

\* \* \*

(c) A person who violates this section commits an unfair practice in commerce in violation of section 2453 of this title.

\* \* \*

#### § 4461. SECURITY DEPOSITS

(a)(1) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

(2) A landlord shall not charge for or receive a security deposit exceeding an amount equal to two months' rent, in addition to any rent for the first month paid on or before initial occupancy.

(3) Subject to the requirements of this section, a landlord may charge a separate security deposit in addition to the amount authorized in subdivision

(2) of this subsection as a condition for allowing the tenant to have a pet or pets during the rental period. A landlord shall not charge any amount under this subdivision for any animal that mitigates a disability.

\* \* \*

(c)(1) A landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days ~~from~~ after the date on which the landlord discovers that the tenant vacated or abandoned the dwelling unit or the date the tenant vacated the dwelling unit, provided the landlord received notice from the tenant of that date. In the case of the seasonal occupancy and rental of a dwelling unit not intended as a primary residence, the security deposit and written statement shall be returned within 60 days.

(2) If a landlord terminates a tenancy under subsection 4467(d) or (e) of this title and at the request of the tenant, the landlord shall return one-half of the security deposit, subject to any deductions authorized by subsection (b) of this section, along with a written statement itemizing any deductions to the tenant not later than 45 days before the date in the termination notice.

\* \* \*

(e) If a landlord fails to return the security deposit with a statement within ~~14 days~~ the timeframes outlined in subsection (c) of this section, the landlord forfeits the right to withhold any portion of the security deposit. If the failure is willful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.

\* \* \*

#### § 4465. RETALIATORY CONDUCT PROHIBITED

(a) A landlord of a residential dwelling unit may not retaliate by establishing or changing terms of a rental agreement or by bringing or threatening to bring an action against a tenant who:

(1) has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health regulation of a violation applicable to the premises materially affecting health and safety;

(2) has complained to the landlord of a violation of this chapter; ~~or~~

(3) has organized or become a member of a tenant's union or similar organization; or

(4) has taken any legal action authorized by law against the landlord.

(b) If the landlord acts in violation of this section, the tenant is entitled to recover damages and reasonable attorney's fees and has a defense in any retaliatory action for possession.

(c) If a landlord serves notice of termination of tenancy on any grounds other than for nonpayment of rent within 90 days after notice by any municipal or State governmental entity that the premises are not in compliance with applicable health or safety regulations, there is a rebuttable presumption that any termination by the landlord is in retaliation for the tenant having reported the noncompliance.

\* \* \*

#### § 4467. TERMINATION OF TENANCY; NOTICE

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least ~~14~~ 10 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered, provided a landlord may terminate a tenancy under subdivision (b)(1) of this section for repeated late payment of rent. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1)(~~A~~) The landlord may terminate a tenancy for:

(i) failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter ~~by~~;

(ii) a tenant's late payment of rent more than three times in a 12-month period; or

(iii) a tenant's refusal to allow a landlord or a landlord's agent access to the dwelling unit in accordance with section 4460 of this title.

(~~B~~) A landlord shall provide actual notice ~~given~~ to the tenant at least ~~30~~ 21 days prior to the termination date specified in the notice.

(~~C~~) As used in this subsection (b), "late payment of rent" means payment of rent more than 10 days after rent is due under the rental agreement.

(2)(~~A~~) When termination is based on ~~criminal activity, illegal drug activity, or acts of violence, damage to the dwelling unit or premises, or other activity any of which threaten~~ threatens the health or safety of other residents, the landlord or landlord's agent, or neighbors, the landlord may terminate the

tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least ~~14~~ five days from the date of the actual notice.

(B) The actual notice required under this subsection (b) shall be accompanied by an affidavit setting forth particular facts and the basis thereof in support of the termination with sufficient details to inform the tenant of the reasoning behind the termination.

(3) A landlord shall not terminate a rental agreement under this subsection based on a person seeking medical assistance for a drug overdose, being the subject of a good faith request for medical assistance, or being at the scene of a drug overdose or within close proximity of the scene of a drug overdose as provided in 18 V.S.A. § 4254 and evidence obtained from the good faith request for medical assistance for a drug overdose shall not be used in an ejectment action brought under 12 V.S.A. chapter 169.

~~(c) Termination for no cause~~ Termination for tenant or governmental notice to vacate. ~~In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:~~

~~(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:~~

~~(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;~~

~~(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice~~ When termination is based on an intent to vacate provided by actual notice from a tenant, a landlord may terminate a rental agreement on the date provided in the actual notice.

~~(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice~~ When termination is based on compliance with an order issued by a governmental agency or court order that necessitates vacating the premises, a landlord may terminate a rental agreement on the date provided in the order.

~~(d) Termination of rental agreement when property is sold or repurposed. In the absence of a written rental agreement a~~ A ~~landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30~~ 90 ~~days after the date of the actual notice~~ or, in the event of a written rental agreement, at least 90 days before the expiration of the stated term of the rental agreement, when:

(A) the landlord has contracted to sell the building;

(B) necessary for the landlord or a member of the landlord's immediate family to occupy the premises for a minimum of 12 continuous months as a primary residence;

(C) permanently withdrawing the dwelling unit from the rental market; or

(D) demolishing the dwelling unit or premises or the rental unit requires renovations that exceed 50 percent of the rental unit's value to become or remain habitable, provided that the tenant shall have the right of first refusal to reoccupy the unit at market rate following renovations.

(e) Termination ~~for no cause under terms of written~~ at the expiration of a rental agreement.

(1) If there is a written rental agreement, the notice to terminate ~~for no cause~~ shall be at least ~~30~~ 90 days before the end or expiration of the stated term of the rental agreement ~~if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years.~~

(2) In the absence of a written rental agreement, the notice to terminate shall be at least 90 days after the date of actual notice.

(3) If there is a ~~written~~ week-to-week rental agreement, the notice to terminate ~~for no cause~~ shall be at least ~~seven~~ 10 days; ~~however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.~~

(f) Termination ~~date~~ notice. In all cases, the termination date shall be specifically stated in the notice as well as the reason for the termination.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in ~~his or her~~ the person's personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least ~~15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.~~

(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.

(j) Payment after termination; effect.

(1) A landlord's acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord's remedies to proceed with an eviction action ~~based on any of the following:~~

~~(A) the tenant's breach of the terms of a rental agreement pursuant to subsection (b) of this section;~~

~~(B) the tenant's breach of the tenant's obligations pursuant to subsections 4456(a), (b), and (c) of this title; or~~

~~(C) for no cause pursuant to subsections (e), (d), (e), and (h) of this section.~~

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days ~~from~~ after the termination date set forth in the notice.

(l) Affirmative defense to ejectment action.

(1) For any ejectment action based on a failure to pay rent pursuant to subsection (a) of this section, it shall be an affirmative defense of the tenant, and judgment shall be issued for the defendant, if there exists a serious health and safety code violation issued to the landlord under 20 V.S.A. § 2677 and the landlord has made no reasonable attempt to correct the violation as of the date of the termination, which shall include:

(A) any condition that jeopardizes the security of the unit;

(B) major plumbing leaks, flooding, or waterlogged ceiling or flooring in imminent danger of falling in;

- (C) gas or fuel oil leaks;
- (D) electrical conditions that could result in shock or fire;
- (E) absence of a working heating system when outside temperature is below 60 degrees Fahrenheit;
- (F) utilities not in service, including no running hot water;
- (G) conditions that present the immediate possibility of serious injury;
- (H) obstacles that prevent the safe entrance into or exit from the dwelling unit;
- (I) absence of a functional toilet within the dwelling unit; or
- (J) inoperable smoke or carbon monoxide detectors.

(2) Tenant remedies under this subsection shall not defeat an ejectment action if the serious health and safety code violation was caused by the negligent or deliberate act or omission of the tenant or a person on the premises with the tenant's consent.

(3) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

#### § 4468. TERMINATION OF TENANCY; ACTION FOR POSSESSION

If the tenant remains in possession after termination of the rental agreement without the express consent of the landlord, the landlord may bring an action for possession, damages, and costs:

(1) for a termination provided under subsections 4467(a) and (b) of this title, under 12 V.S.A. chapter 169, subchapter 4; and

(2) for all other terminations provided in section 4467 of this title, under 12 V.S.A. chapter 169, subchapter 3.

\* \* \*

\* \* \* Ejectment \* \* \*

Sec. 2. 12 V.S.A. § 663 is added to read:

#### § 663. ALTERNATE SERVICE OF PROCESS; DURATION OF ORDER

(a) When the court orders that alternate service of process be made in a civil proceeding, the order shall remain in effect and apply to all subsequent service of process in the same proceeding, including postjudgment proceedings. This section shall apply to orders issued pursuant to Vermont Rule of Civil Procedure 4(d)(1) permitting service of process by publication or

by leaving a copy at the defendant's dwelling house or usual place of abode, or to orders permitting alternate service of process under any other provision of law.

(b) When a motion for alternative service of process is filed pursuant to Vermont Rule of Civil Procedure 4(d)(1) in an action under 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, the court shall rule on the motion within three days after it is filed.

Sec. 3. 12 V.S.A. chapter 169 is amended to read:

#### CHAPTER 169. EJECTMENT

\* \* \*

##### Subchapter 3. Superior Court Ejectment

\* \* \*

#### § 4853. SERVICE OF PROCESS

The ~~Unless otherwise provided by law, the~~ process shall be served and notice given as in other civil actions.

#### § 4853a. PAYMENT OF RENT INTO COURT; EXPEDITED HEARING

~~{Subsection (a) as amended by 2007, Act No. 125 (Adj. Sess.), § 1.}~~

~~(a) In any action against a tenant for possession, the landlord may file a motion for an order that the tenant pay rent into court. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion.~~

~~{Subsection (a) as amended by 2007, Act No. 176 (Adj. Sess.), § 51.}~~

(a) In any action against a tenant for possession brought in accordance with this chapter, 9 V.S.A. chapter 137, 10 V.S.A. chapter 153, or 11 V.S.A. chapter 14, the landlord may file a motion for an order that the tenant pay rent into court. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion.

\* \* \*

(d) If the court finds the tenant is obligated to pay rent and has failed to do so, the court shall order full ~~or partial~~ payment into court of rent as it accrues while the proceeding is pending and rent accrued from the date of filing with the court the complaint for ejectment or the date the summons and complaint for ejectment were served on the tenant pursuant to Rule 3 of the Vermont Rules of Civil Procedure, whichever occurs first.

\* \* \*

(g) ~~The tenant may at any time by motion apply to the court to reduce the amount ordered to be paid into court under this section. The motion for reduction shall be accompanied by affidavit setting forth particular facts in its support. [Repealed.]~~

\* \* \*

§ 4854a. PROPERTY OF TENANT REMAINING ON PREMISES AFTER  
EVICTION

(a) A landlord may dispose of any personal property remaining in a dwelling unit or leased premises without notice or liability to the tenant or owner of the personal property:

(1) ~~15 days after a writ of possession is served pursuant to this chapter or immediately~~ upon the landlord being legally restored to possession of the dwelling unit or leased premises pursuant to this chapter, ~~whichever is later;~~ or

(2) in the case of an eviction brought pursuant to 10 V.S.A. chapter 153, 40 days after a writ of possession issued for failure to pay rent into court pursuant to subsection 4853a(h) of this title is served or upon the landlord being legally restored to possession of the leased premises by a writ of possession issued for failure to pay rent into court pursuant to subsection 4853a(h) of this title, whichever is later.

(b) Notwithstanding subsection (a) of this section, if the court stays the execution of a writ of possession issued pursuant to this chapter, then a landlord may dispose of any personal property remaining in a dwelling unit or leased premises without notice or liability to the tenant or owner of the personal property ~~one day~~ immediately after the landlord is legally restored to possession of the dwelling unit or leased premises.

\* \* \*

Subchapter 4. Superior Court Ejectment for Nonpayment or Breach

§ 4861. ISSUANCE OF PROCESS BY SUPERIOR JUDGE FOR

NONPAYMENT OR BREACH

When the lessee of lands or tenements, either by parole or written lease, or a person holding under the lease, holds possession of the demised premises without right, after the termination of the lease under 9 V.S.A. § 4467(a) or (b), the person entitled to the possession of the premises may have from the presiding judge of the Superior Court a writ to restore the person to the possession thereof.

§ 4862. MODE AND SERVICE OF PROCESS; TRIAL BY JURY

(a) The process may issue as a summons, requiring the defendant to appear and answer to the complaint of the plaintiff, which shall state that the defendant is in the possession of the lands or tenements in question, with a description thereof, that the tenant holds unlawfully and against the right of the plaintiff. A copy of the rental agreement, if any, and any notice to terminate the defendant's tenancy shall be attached to the complaint, including a copy of the rent ledger if the complaint is based on a termination under 9 V.S.A. § 4467(a).

(b) Either party shall have the right to a trial by jury.

§ 4863. ANSWER

(a) Notwithstanding any other provision of law or rule to the contrary, the defendant shall file an answer within 14 days after service of the complaint.

(b) An answer to a complaint filed under this subchapter shall be accompanied by an affidavit setting forth particular facts in opposition to the complaint.

(c)(1) If the complaint is based on a termination under 9 V.S.A. § 4467(a), the defendant may cure the action by paying all rents owed, court costs, and service fees by the answer date. If payment is not received by the answer date, the defendant shall lose the right to cure the complaint as a matter of law. A plaintiff may accept payment in whole or in part and dismiss the complaint. A defendant shall not have the right to cure in a subsequent action brought by the plaintiff for termination under 9 V.S.A. § 4467(a).

(2) Upon receipt of an answer to a complaint based on a termination under 9 V.S.A. § 4467(a) or (b)(1), the court shall set a final hearing date not later than 60 days after the date of service of the complaint absent good cause.

§ 4864. DEFAULT

If the defendant fails to provide a written answer as provided in this subchapter, the plaintiff shall be entitled to possession of the premises. The plaintiff shall file a motion for possession based on the default and shall include an affidavit that provides proof of service on the defendant. The court shall decide on the motion within five days after the filing by the plaintiff absent good cause.

---

§ 4865. SHOW CAUSE HEARING

(a) If the complaint is based on a termination under 9 V.S.A. § 4467(b)(2), the court shall set a show cause hearing within 10 days after an answer is filed by the defendant absent good cause. If the defendant fails to appear, the plaintiff shall be awarded possession of the premises.

(b) At the show cause hearing, the defendant shall provide a rebuttal to the facts supporting the termination claims brought by the plaintiff.

(c)(1) Parties may rely on affidavit evidence during the show cause hearing made under the pains and penalties of perjury. If the defendant makes a showing that live testimony is required or upon the court's own determination, a final hearing may be ordered.

(2) In the event a final hearing is ordered to resolve the complaint, a final hearing shall be set within 21 days after the date of the show cause hearing.

§ 4866. COSTS; JUDGMENT FOR PLAINTIFF; POSSESSION

If the court finds the plaintiff is entitled to possession, whether by default or after a final hearing, the plaintiff shall have a judgment for possession and rents due, if applicable, including damages and costs, and when a written rental agreement so provides, the court may award reasonable attorney's fees. A writ of possession shall issue on the date of judgment and shall direct any sheriff to serve the writ upon the defendant and, not earlier than 14 days after the writ is served, put the plaintiff in possession.

§ 4867. PROPERTY OF TENANT REMAINING ON PREMISES AFTER  
EVICTION

A landlord may dispose of any personal property remaining in a dwelling unit or leased premises without notice or liability to the tenant or owner of the personal property upon the landlord being legally restored to possession of the dwelling unit or leased premises pursuant to this subchapter.

§ 4868. TRESPASS ORDERS

After being legally restored to possession of the dwelling unit or leased premises pursuant to this chapter, the plaintiff may issue the defendant an order against trespass for the entire premises subject to the ejectment action in accordance with 13 V.S.A. § 3705.

\* \* \* Trespass \* \* \*

Sec. 4. PURPOSE

The purpose of Sec. 5 of this act is to overrule the Vermont Supreme Court's decision in *State v. Dixon*, 169 Vt. 15 (1999), and allow the landlord of a dwelling unit to obtain a no trespass order prohibiting the tenant's invitees or licensees from entering the dwelling unit's common areas if the invitee or licensee subject to the order has violated the terms of the lease agreement.

Sec. 5. 13 V.S.A. § 3705 is amended to read:

§ 3705. UNLAWFUL TRESPASS

(a)(1) A person shall be imprisoned for not more than three months or fined not more than \$500.00, or both, if, without legal authority or the consent of the person in lawful possession, the person enters or remains on any land or in any place as to which notice against trespass is given by:

\* \* \*

(g)(1) Notwithstanding subsection (a) of this section or any provision of law to the contrary, a landlord of a dwelling unit may cause to be served an order against trespass that prohibits a tenant's invitees or licensees from trespassing in the dwelling unit or any of the dwelling unit's common areas if:

(A) the tenant responsible for the invitee or licensee consents to the order;

(B) the invitee or licensee subject to the order has violated the terms of the dwelling unit's lease agreement; or

(C) the invitee or licensee has violated a State or federal law while on the premises of the dwelling unit.

(2) Notwithstanding any other provision of law, a person who is served an order against trespass issued pursuant to subdivision (1) of this subsection has a limited right to appeal the order by bringing a small claims action against the landlord under 12 V.S.A. chapter 187 within seven days after the order is served. The decision of the court in the small claims action shall be final and not subject to appeal.

(3) As used in this subsection:

(A) "Dwelling unit" means a building or the part of a building that is used as a home, residence, or sleeping place by one or more persons who maintain a household.

(B) "Tenant" means a person entitled under a rental agreement to occupy a residential dwelling unit to the exclusion of others.

---

\* \* \* Ejectment Records \* \* \*

Sec. 6. 12 V.S.A. chapter 169, subchapter 5 is added to read:

Subchapter 5. Confidentiality of Ejectment Records

§ 4871. DEFINITIONS

As used in this subchapter:

(1) “Confidential” means to limit access only to those persons who are authorized by law or court order to view the record.

(2) “Consumer reporting agency” has the same meaning as in 15 U.S.C. § 1681a(f).

(3) “Ejectment record” means recorded information pertaining to an ejectment case that is in the possession, custody, or control of a court or was in the possession of a court.

(4) “Landlord” has the same meaning as in 9 V.S.A. § 4451(4).

(5) “Record” means any recorded information made or received pursuant to law or in connection with the transaction of any official business by a court, including all evidence received by the court in a case.

(6) “Removal of confidentiality” means to restore an ejectment record to the level of public access a public court record enjoys by removing any physical and electronic separation imposed on the ejectment record when it was confidential.

(7) “Tenant” has the same meaning as in 9 V.S.A. § 4451(10).

(8) “Tenant screening report” means any written, oral, or other communication prepared by a consumer reporting agency that includes information about an individual’s rental history for the purpose of serving as a factor in establishing the individual’s eligibility for housing.

(9) “Termination notice” means any notice given under 9 V.S.A. § 4467.

§ 4872. CONFIDENTIALITY OF RECORD UPON FILING

All records of a newly filed ejectment complaint shall be confidential. The ejectment record shall be designated as confidential upon filing and shall remain confidential except pursuant to section 4873 of this title.

§ 4873. REMOVAL OF CONFIDENTIALITY OF EJECTMENT RECORDS

If the court of jurisdiction in an ejectment case issues a final or default judgment in favor of the landlord where a finding has been made of nonpayment of rent pursuant to 9 V.S.A. § 4467(a) or breach of rental agreement pursuant to 9 V.S.A. § 4467(b), the court shall remove

confidentiality for the ejectment record after 30 days unless the court orders continued confidentiality.

§ 4874. EFFECT OF CONFIDENTIALITY; PROHIBITIONS

(a) A person who is asked about the person's ejectment history may answer that there is no prior ejectment if the record is confidential.

(b)(1) A consumer reporting agency shall check Vermont court ejectment records to determine whether they are confidential before including them in a tenant screening report.

(2) A consumer reporting agency shall not include any ejectment record in a tenant screening report if the court record is confidential or if the consumer reporting agency has been directly notified that the record is confidential.

(c) Any tenant who suffers injury as a result of a violation of subsection (b) of this section may bring an action for injunctive relief, actual damages, or statutory damages of up to \$1,000.00 per violation, costs, and reasonable attorney's fees.

§ 4875. ACCESS TO CONFIDENTIAL RECORDS

(a) The court of jurisdiction in an ejectment case shall make the confidential ejectment record available to each of the following persons for purposes of litigating, adjudicating, joining, appealing, or otherwise facilitating the ejectment case:

- (1) each party to the ejectment case;
- (2) the judge and court staff of jurisdiction; and
- (3) each attorney representing a party to the ejectment case.

(b) In addition to access provided pursuant to subsection (a) of this section, the court of jurisdiction shall make a confidential ejectment record available to any person with a valid court order authorizing access to the ejectment record.

\* \* \* Positive Rental Payment Pilot Program \* \* \*

Sec. 7. POSITIVE RENTAL PAYMENT CREDIT REPORTING PILOT

(a) Definitions. As used in this section:

(1) "Contractor" means the third-party vendor that the State Treasurer's Office contracts with to administer the pilot program described in this section.

(2) "Dwelling unit" has the same meaning as in 9 V.S.A. § 4451(3).

(3) “Participant property owner” means a landlord that has agreed in writing to participate in the pilot program and has satisfied the requirements described in subsection (c) of this section.

(4) “Participant tenant” means a tenant who has elected to participate in the pilot program and whose landlord is a participant property owner.

(5) “Rental payment information” means information concerning a participant tenant’s timely payment of rent. “Rent payment information” does not include information concerning a participant tenant’s payment or nonpayment of fees.

(b) Pilot program creation.

(1) The State Treasurer shall create and implement a two-year positive rental payment credit reporting pilot program to facilitate the reporting of rent payment information from participant tenants to consumer reporting agencies.

(2) On or before May 1, 2027, the State Treasurer shall contract with a third party to administer a positive rental payment credit reporting pilot program and facilitate the transmission of rent reporting information from a participant property owner to a consumer reporting agency. The third-party administrator shall be required to:

(A) enter into an agreement with one or more participant property owners in the State in accordance with the requirements of this section for participation in the pilot program;

(B) ensure that information to a credit reporting agency includes only rent payment information after the date on which the participant tenant elected to participate in the pilot program;

(C) develop and implement a process for removal of participant tenants for failure to comply with program requirements, including failure to make timely rental payments;

(D) establish a standard form for a participant tenant to use to elect to participate or cease participation in the pilot program, which shall include a statement that the tenant’s participation is voluntary and that a participant may cease participating in the pilot program at any time and for any reason by providing notice to the participant’s landlord and that the tenant may be removed from the program for failure to comply with program requirements, including failure to make timely rental payments; and

(E) offer an optional financial education course for participant tenants.

(c) Pilot program agreements. A participant property owner shall agree in writing:

(1) to participate in the pilot program for the duration of the pilot program;

(2) not to charge a participant tenant for participation in the pilot program;

(3) to comply with the requirements of the pilot program;

(4) to provide information as required by the State Treasurer concerning the implementation of the pilot program; and

(5) to assist in the recruitment of tenants to participate in the pilot program.

(d) Pilot program participants. On or before June 1, 2027, the contractor shall, in coordination with the State Treasurer, recruit not more than 10 participant property owners and, to the extent practicable, not fewer than 100 participant tenants to participate in the pilot program. The contractor shall seek to select participant tenants from populations that are underserved and underrepresented in home ownership. The contractor shall also seek to recruit participant landlords who offer:

(1) a variety of types of dwelling units for rent, including dwelling units of various sizes;

(2) dwelling units for rent that are located in geographically diverse areas of the State; and

(3) at least five dwelling units for rent.

(e) Termination. The State Treasurer may terminate the pilot program at any time in the Treasurer's sole discretion or terminate participation of a participant property owner for failure to comply with the requirements of the pilot program.

(f) Reports.

(1) On or before November 1, 2028, the State Treasurer shall submit an interim report to the House Committee on General and Housing and the Senate Committee on Economic Development, Housing and General Affairs regarding the findings of the pilot program. The report shall include:

(A) the number of participant tenants, including information regarding the demographic makeup of participant tenants, such as race, ethnicity, gender, income, and age, as voluntarily provided by the participant;

(B) the number of participant tenants who ceased participating in the pilot program voluntarily;

(C) the number of participant tenants who were removed from the pilot program and the reasons why;

(D) a breakdown of costs of administering the pilot program, including the monthly costs associated with rent reporting;

(E) a description of challenges faced by the participant property owners and participant tenants during the pilot program;

(F) an analysis of the outcomes of rent reporting on participant tenants' credit scores; and

(G) recommendations for legislative action, including proposed statutory language and an appropriation for associated costs.

(2) On or before November 1, 2029, the State Treasurer shall submit a final report to the House Committee on General and Housing and the Senate Committee on Economic Development, Housing and General Affairs regarding the findings of the pilot program. The report shall include an update to the information required in the interim report.

\* \* \* Residential Security Deposit Transition Period \* \* \*

#### Sec. 8. SECURITY DEPOSIT; TRANSITION PERIOD

Notwithstanding 9 V.S.A. § 4461(a), a landlord may retain a security deposit that exceeds an amount equal to two months' rent, provided that the residential rental agreement was in effect prior to July 1, 2026.

\* \* \* Technical Training \* \* \*

#### Sec. 9. LANDLORD AND TENANT EDUCATION AND TECHNICAL ASSISTANCE PROGRAM

(a) The Champlain Valley Office of Economic Opportunity (CVOEO) shall provide education and technical assistance to Vermont landlords and tenants regarding their rights, obligations, and remedies for statutory violations under Vermont rental statutes.

(b)(1) Training for tenants shall include training under the Preferred Renter Certification Program or its future equivalent.

(2) For landlords, CVOEO shall develop a curriculum to address any resource and information gaps to increase positive interactions with tenants and improve renter household stability.

(c) Assistance under this program shall include in-person, virtual, and on-demand options.

\* \* \* Appropriations \* \* \*

#### Sec. 10. APPROPRIATIONS

The following is appropriated from the General Fund in fiscal year 2027:

(1) the sum of \$100,000.00 to the State Treasurer for contracting and administrative costs necessary to implement the positive rental payment credit reporting pilot program;

(2) the sum of \$600,000.00 to the Department for Children and Families to be granted to the community action agencies to be used to support liaison work with landlords and tenants; and

(3) the sum of \$1,200,000.00 to the Department of Housing and Community Development for the following purposes:

(A) \$1,000,000.00 granted to the Vermont State Housing Authority for the Rent Arrears Assistance Fund established by 2023 Acts and Resolves No. 47, Sec. 45; and

(B) \$200,000.00 granted to the Champlain Valley Office of Economic Opportunity for statewide landlord and tenant education.

\* \* \* Effective Date \* \* \*

#### Sec. 11. EFFECTIVE DATE

This act shall take effect on July 1, 2026.

**Rep. Bluemle of Burlington**, for the Committee on Appropriations, recommended that the report of the Committee on General and Housing be amended as follows:

First: In Sec. 7, positive rental payment credit reporting pilot, by adding a new subsection to be subsection (g) to read as follows:

(g) Appropriation contingency. The duty to implement this section is contingent upon an appropriation of funds in fiscal year 2027 from the General Fund for the specific purposes described in this section.

Second: In Sec. 9, landlord and tenant education and technical assistance program, by adding a new subsection to be subsection (d) to read as follows:

(d) The duty to implement this section is contingent upon an appropriation of funds in fiscal year 2027 from the General Fund for the specific purposes described in this section.

Third: By striking out Sec. 10, appropriations, and its reader assistance heading in their entireties and inserting in lieu thereof a new Sec. 10 to read as follows:

Sec. 10. [Deleted.]

The bill, having appeared on the Notice Calendar, was taken up, read the second time, and the report of the Committee on General and Housing was amended as recommended by the Committee on Appropriations.

Pending the question, Shall the bill be amended as recommended by the Committee on General and Housing, as amended?, **Reps. LaLonde of South Burlington and Burditt of West Rutland** moved to further amend the report of the Committee on General and Housing as follows:

First: By striking out Sec. 2, 12 V.S.A. § 663, in its entirety and inserting in lieu thereof a new Sec. 2 to read as follows:

Sec. 2. 12 V.S.A. § 663 is added to read:

§ 663. ALTERNATE SERVICE OF PROCESS; EJECTMENT

When a motion for alternative service of process is filed pursuant to Rule 4(d)(1) of the Vermont Rules of Civil Procedure in an action under 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or chapter 169 of this title, the court shall rule on the motion promptly.

Second: By striking out Sec. 3, 12 V.S.A. chapter 169, in its entirety and inserting in lieu thereof a new Sec. 3 to read as follows:

Sec. 3. 12 V.S.A. chapter 169 is amended to read:

CHAPTER 169. EJECTMENT

\* \* \*

Subchapter 3. Superior Court Ejectment

\* \* \*

§ 4853a. PAYMENT OF RENT INTO COURT; EXPEDITED HEARING

[Subsection (a) as amended by 2007, Act No. 125 (Adj. Sess.), § 1.]

~~(a) In any action against a tenant for possession, the landlord may file a motion for an order that the tenant pay rent into court. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion.~~

[Subsection (a) as amended by 2007, Act No. 176 (Adj. Sess.), § 51.]

(a) In any action against a tenant for possession brought in accordance with this chapter, 9 V.S.A. chapter 137, 10 V.S.A. chapter 153, or 11 V.S.A. chapter 14, the landlord may file a motion for an order that the tenant pay rent into court. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion.

\* \* \*

(d) If the court finds the tenant is obligated to pay rent and has failed to do so, the court shall order full ~~or partial~~ payment into court of rent as it accrues while the proceeding is pending and rent accrued from the date of filing with the court the complaint for ejectment or the date the summons and complaint for ejectment were served on the tenant pursuant to Rule 3 of the Vermont Rules of Civil Procedure, whichever occurs first.

\* \* \*

(g) The tenant may at any time by motion apply to the court to reduce the amount ordered to be paid into court under this section. The motion for reduction shall be accompanied by affidavit setting forth particular facts in its support.

\* \* \*

(i) Notwithstanding subsection (d) of this section, the parties may come to an agreement and at any time by motion apply to the court to reduce the amount ordered to be paid into court under this section.

\* \* \*

#### § 4854a. PROPERTY OF TENANT REMAINING ON PREMISES AFTER EVICTION

(a) A landlord may dispose of any personal property remaining in a dwelling unit or leased premises without notice or liability to the tenant or owner of the personal property:

(1) ~~15 days after a writ of possession is served pursuant to this chapter~~ or immediately upon the landlord being legally restored to possession of the dwelling unit or leased premises pursuant to this chapter, ~~whichever is later~~; or

(2) in the case of an eviction brought pursuant to 10 V.S.A. chapter 153, 40 days after a writ of possession issued for failure to pay rent into court pursuant to subsection 4853a(h) of this title is served or upon the landlord being legally restored to possession of the leased premises by a writ of possession issued for failure to pay rent into court pursuant to subsection 4853a(h) of this title, whichever is later.

(b) Notwithstanding subsection (a) of this section, if the court stays the execution of a writ of possession issued pursuant to this chapter, then a landlord may dispose of any personal property remaining in a dwelling unit or leased premises without notice or liability to the tenant or owner of the personal property ~~one day~~ immediately after the landlord is legally restored to possession of the dwelling unit or leased premises.

\* \* \*

Subchapter 4. Superior Court Ejectment for Nonpayment or Breach

§ 4861. ISSUANCE OF PROCESS BY SUPERIOR JUDGE FOR  
NONPAYMENT OR BREACH

When the lessee of lands or tenements, either by parole or written lease, or a person holding under the lease, holds possession of the demised premises without right, after the termination of the lease under 9 V.S.A. § 4467(a) or (b), the person entitled to the possession of the premises may have from the presiding judge of the Superior Court a writ to restore the person to the possession thereof.

§ 4862. MODE AND SERVICE OF PROCESS; TRIAL BY JURY

(a) The process may issue as a summons, requiring the defendant to appear and answer to the complaint of the plaintiff, which shall state that the defendant is in the possession of the lands or tenements in question, with a description thereof, that the tenant holds unlawfully and against the right of the plaintiff. A copy of the rental agreement, if any, and any notice to terminate the defendant's tenancy, including the affidavit required by 9 V.S.A. § 4467(b)(2)(B), shall be attached to the complaint. If the complaint is based on a termination under 9 V.S.A. § 4467(a), the complaint shall include a copy of the rent ledger, if available.

(b) Either party shall have the right to a trial by jury.

§ 4863. ANSWER; HEARING

(a) An answer to a complaint filed under this subchapter shall be accompanied by an affidavit setting forth particular facts in opposition to the complaint.

(b)(1) Upon receipt of an answer to a complaint based on a termination under 9 V.S.A. § 4467(a) or (b), the court shall set a final hearing date not later than 90 days after the filing of the complaint absent good cause.

(2) The timeline in this subsection shall not apply when the plaintiff is in possession of the lands or tenements in question or has received from the court a writ of possession for the lands or tenements.

§ 4864. DEFAULT

If the defendant fails to file an answer in the time provided pursuant to Rule 12 of the Vermont Rules of Civil Procedure, the plaintiff may file a motion for a default judgment in accordance with Rule 55 of the Vermont Rules of Civil Procedure. The court shall rule on the motion promptly.

§ 4865. THREATENING BEHAVIOR; EXPEDITED HEARING

(a)(1) In an action for ejectment based on a termination under 9 V.S.A. § 4467(b)(2), the plaintiff may file a motion for a judgment that the plaintiff is entitled to immediate possession of the premises on the grounds that the defendant's continued occupation of the lands or tenements is threatening the health or safety of other residents, the landlord or the landlord's agent, or neighbors.

(2) The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by an affidavit setting forth particular facts in support of the motion and a copy of the lease agreement.

(b) A hearing on the motion shall be held promptly any time after 10 days' notice to the parties but not later than 21 days after the motion is filed absent good cause.

(c) At any time before the hearing, the defendant may oppose the motion pursuant to Rule 7(b)(6) of the Vermont Rules of Civil Procedure by filing an affidavit, a signed written statement, or a memorandum in opposition to the motion. The affidavit, signed written statement, or memorandum shall set forth particular facts to show that a genuine dispute of fact exists in relation to the motion.

(d)(1) If the defendant fails to appear for the hearing, or to file an affidavit, signed written statement, or memorandum in opposition to the plaintiff's motion, or has failed to file an answer in the time provided pursuant to Rule 12 of the Vermont Rules of Civil Procedure, the plaintiff shall be entitled to judgment by default for immediate possession of the premises.

(2) If the court finds that the defendant's continued occupation of the lands or tenements is a threat to the health or safety of other residents, the landlord or the landlord's agent, or neighbors, the court shall grant the plaintiff's motion and issue judgment in favor of the plaintiff for immediate possession of the premises.

(e) If the court issues judgment in favor of the plaintiff pursuant to subsection (d) of this section, the court shall, on the date judgment is entered, issue a writ of possession directing the sheriff of the county in which the property or a portion thereof is located to serve the writ upon the defendant and, not sooner than five days after the writ is served, to put the plaintiff into possession.

§ 4866. COSTS; JUDGMENT FOR PLAINTIFF; POSSESSION

If the court finds the plaintiff is entitled to possession, the plaintiff shall have a judgment for possession and rents due, if applicable, including damages and costs, and when a written rental agreement so provides, the court may award reasonable attorney's fees. A writ of possession shall issue on the date of judgment and shall direct any sheriff to serve the writ upon the defendant and, not earlier than 14 days after the writ is served, put the plaintiff in possession.

§ 4867. PROPERTY OF TENANT REMAINING ON PREMISES AFTER  
EVICTION

A landlord may dispose of any personal property remaining in a dwelling unit or leased premises without notice or liability to the tenant or owner of the personal property upon the landlord being legally restored to possession of the dwelling unit or leased premises pursuant to this subchapter.

§ 4868. TRESPASS ORDERS

After being legally restored to possession of the dwelling unit or leased premises pursuant to this chapter, the plaintiff may issue the defendant an order against trespass for the entire premises subject to the ejectment action in accordance with 13 V.S.A. § 3705.

Third: In Sec. 5, 13 V.S.A. § 3705, by striking out subdivision (g)(2) in its entirety and by renumbering the remaining subdivision to be numerically correct.

Fourth: By striking out Sec. 6, 12 V.S.A. chapter 169, subchapter 5, and its reader assistance heading in their entireties and inserting in lieu thereof a new Sec. 6 to read as follows:

Sec. 6. [Deleted.]

Which was agreed to.

Pending the question, Shall the bill be amended as recommended by the Committee on General and Housing, as amended?, **Reps. Goodnow of Brattleboro, Kornheiser of Brattleboro, and Krasnow of South Burlington** moved to further amend the report of the Committee on General and Housing as follows:

First: In Sec. 1, 9 V.S.A. chapter 137, in section 4451, after subdivision (11) by inserting subdivisions (12) through (15) to read as follows:

(12) “Actual and imminent threat” means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. Factors to be considered when determining whether there is an actual and imminent threat include the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

(13) “Domestic abuse” has the same meaning as abuse in 15 V.S.A. § 1101(1).

(14) “Sexual assault” has the same meaning as in 12 V.S.A. § 5131(5).

(15) “Stalking” has the same meaning as in 12 V.S.A. § 5131(6).

Second: In Sec. 1, 9 V.S.A. chapter 137, in section 4465, by striking out subsection (a) in its entirety and inserting in lieu thereof a new subsection (a) to read as follows:

(a) A landlord of a residential dwelling unit may not retaliate by establishing or changing terms of a rental agreement or by bringing or threatening to bring an action against a tenant who:

(1) has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health regulation of a violation applicable to the premises materially affecting health and safety;

(2) has complained to the landlord of a violation of this chapter; or

(3) has organized or become a member of a tenant’s union or similar organization;

(4) has taken any legal action authorized by law against the landlord; or

(5) has contacted law enforcement to respond to an instance of domestic abuse.

Third: In Sec. 1, 9 V.S.A. chapter 137, in section 4467, by striking out subsection (b) in its entirety and inserting in lieu thereof a new subsection (b) to read as follows:

(b) Termination for breach of rental agreement.

(1)(A) The landlord may terminate a tenancy for:

(i) failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by;

(ii) a tenant's late payment of rent more than three times in a 12-month period; or

(iii) a tenant's refusal to allow a landlord or a landlord's agent access to the dwelling unit in accordance with section 4460 of this title.

(B) A landlord shall provide actual notice given to the tenant at least 30 21 days prior to the termination date specified in the notice.

(C) As used in this subsection (b), "late payment of rent" means payment of rent more than 10 days after rent is due under the rental agreement.

(2) When termination is based on eriminal activity, illegal drug activity, or acts of violence, damage to the dwelling unit or premises, or other activity any of which threaten threatens the health or safety of other residents, the landlord or landlord's agent, or neighbors, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 five days from the date of the actual notice.

(3) The actual notice required under this subsection (b) shall be accompanied by an affidavit setting forth particular facts and the basis thereof in support of the termination with sufficient details to inform the tenant of the reasoning behind the termination.

(4) A landlord shall not terminate a rental agreement under this subsection based on a person seeking medical assistance for a drug overdose, being the subject of a good faith request for medical assistance, or being at the scene of a drug overdose or within close proximity of the scene of a drug overdose as provided in 18 V.S.A. § 4254 and evidence obtained from the good faith request for medical assistance for a drug overdose shall not be used in an ejection action brought under 12 V.S.A. chapter 169.

(5)(A) A landlord shall not terminate a rental agreement of a tenant under this subsection (b) because the tenant is the victim of an incident or pattern of domestic abuse, sexual assault, or stalking.

(B) The landlord shall allow a tenant who is the victim of domestic abuse, sexual assault, or stalking committed by another tenant or lawful occupant to bifurcate the rental agreement as authorized in section 4472a of this title.

(C) The landlord may terminate the rental agreement under subdivision (2) of this subsection (b) for a tenant who has committed an act of domestic abuse, sexual assault, or stalking against another tenant if the act poses an actual and imminent threat to the remaining tenants, other residents, the landlord or landlord's agent, or neighbors, and there is no other action to be taken that would reduce or eliminate the threat.

Fourth: By adding a Sec. 1a to read as follows:

Sec. 1a. 9 V.S.A. § 4472a is added to read:

§ 4472a. RIGHT TO BIFURCATION OF A RENTAL AGREEMENT

(a)(1) Notwithstanding a contrary provision of a rental agreement or of subchapter 2 of this chapter, a landlord shall authorize a protected tenant to bifurcate a rental agreement in order to eject, remove, or terminate a rental agreement to any individual who is a tenant or lawful occupant of the dwelling unit that engages in abuse, sexual assault, or stalking, against the protected tenant without ejecting, removing, or terminating the rental agreement with the protected tenant.

(2) In bifurcating a rental agreement under this section, the landlord may terminate the rental agreement of the abuser in accordance with subdivision 4467(b)(2) of this chapter.

(b)(1) In the event the bifurcation and removal of an individual under subsection (a) of this section results in the protected tenant being unable to cover the rent of the dwelling unit, the landlord shall provide the protected tenant with a reasonable opportunity to locate additional tenants or to otherwise find new housing.

(2) A reasonable opportunity under this section shall be not less than 90 days.

Which was agreed to.

Pending the question, Shall the bill be amended as recommended by the Committee on General and Housing, as amended?, **Rep. Cina of Burlington** demanded the Yeas and Nays, which demand was sustained by the Constitutional number. The Clerk proceeded to call the roll and the question, Shall the bill be amended as recommended by the Committee on General and Housing, as amended?, was decided in the affirmative. Yeas, 120. Nays, 21.

Those who voted in the affirmative are:

Austin of Colchester	Garofano of Essex	Morris of Springfield
Bartholomew of Hartland	Goldman of Rockingham	Morrissey of Bennington
Bartley of Fairfax	Goodnow of Brattleboro	Morrow of Weston *
Birong of Vergennes	Goslant of Northfield	Mrowicki of Putney

Bishop of Colchester *	Graning of Jericho	Nelson of Derby
Black of Essex	Gregoire of Fairfield	Nielsen of Brandon
Bluemle of Burlington	Hango of Berkshire	Nigro of Bennington
Bosch of Clarendon	Harple of Glover	North of Ferrisburgh
Bos-Lun of Westminster	Harvey of Castleton	Noyes of Wolcott
Boutin of Barre City	Higley of Lowell	Nugent of South Burlington
Boyden of Cambridge	Hooper of Randolph	Ode of Burlington
Brady of Williston	Houghton of Essex Junction	Oliver of Sheldon
Branagan of Georgia	Howland of Rutland Town	Olson of Starksboro
Brigham of St. Albans Town	Hoyt of Hartford	Page of Newport City
Brown of Richmond	Hunter of Manchester	Parsons of Newbury
Burditt of West Rutland	James of Manchester	Pezzo of Colchester
Burke of Brattleboro	Kascenska of Burke	Pinsonault of Dorset
Burkhardt of South Burlington	Keyser of Rutland City	Pouech of Hinesburg
Burt of Cabot	Kimbell of Woodstock	Powers of Waterford
Campbell of St. Johnsbury	Kleppner of Burlington	Pritchard of Pawlet
Canfield of Fair Haven	Kornheiser of Brattleboro	Quimby of Lyndon
Casey of Hubbardton	Krasnow of South Burlington	Satcowitz of Randolph
Chapin of East Montpelier	Labor of Morgan	Scheu of Middlebury
Charlton of Chester	Lalley of Shelburne	Sheldon of Middlebury
Coffin of Cavendish	LaLonde of South Burlington	Sibilia of Dover
Conlon of Cornwall	Laroche of Franklin	Southworth of Walden
Cooper of Pownal	Lipsky of Stowe	Squirrell of Underhill
Corcoran of Bennington	Long of Newfane	Steady of Milton
Critchlow of Colchester	Lueders of Lincoln	Sweeney of Shelburne
Demar of Enosburgh	Luneau of St. Albans City	Tagliavia of Corinth
Dickinson of St. Albans Town	Maguire of Rutland City	Taylor of Milton
Dobrovich of Williamstown	Malay of Pittsford	Taylor of Mendon
Dolan of Essex Junction	Marcotte of Coventry	Torre of Moretown
Dolgin of St. Johnsbury *	Masland of Thetford	Walker of Swanton
Donahue of Northfield	McCann of Montpelier	Waters Evans of Charlotte
Duke of Burlington *	McCoy of Poultney	Wells of Brownington
Durfee of Shaftsbury	Mihaly of Calais	White of Waitsfield
Emmons of Springfield	Minier of South Burlington	White of Bethel
Feltus of Lyndon	Morgan, L. of Milton	Winter of Ludlow
Galfetti of Barre Town	Morgan, M. of Milton	Yacovone of Morristown

Those who voted in the negative are:

Arsenault of Williston	Greer of Bennington	Priestley of Bradford
Berbeco of Winooski	Headrick of Burlington	Rachelson of Burlington *
Burrows of West Windsor	Holcombe of Norwich	Stevens of Waterbury
Carris Duncan of Whitingham	Howard of Rutland City	Stone of Burlington
Casey of Montpelier	LaMont of Morristown	Tomlinson of Winooski *
Cina of Burlington	Logan of Burlington	Waszazak of Barre City
Cole of Hartford	McGill of Bridport	
	O'Brien of Tunbridge	

Those members absent with leave of the House and not voting are:

Bailey of Hyde Park  
Christie of Hartford  
Dodge of Essex

Eastes of Guilford  
McFaun of Barre Town  
Micklus of Milton

Wood of Waterbury

**Rep. Bishop of Colchester** provided the following vote explanation:

“Madam Speaker:

I support H.772 as a compromise that reflects the reality that no single bill can fully address the ills of Vermont’s housing challenges. I find the bill to be a pragmatic step forward.”

**Rep. Dolgin of St. Johnsbury** provided the following vote explanation:

“Madam Speaker:

I was going to vote no on H.772 but after hearing the discussion on the floor they sold me on a yes vote.”

**Rep. Duke of Burlington** provided the following vote explanation:

“Madam Speaker:

This bill makes meaningful progress to improve support and protections for both tenants and property owners and improve the system, and there is more to do.”

**Rep. Morrow of Weston** provided the following vote explanation:

“Madam Speaker:

This is a good bill that manages to address the overlapping complex problems in our rental market. While the mechanics of the bill are about easing the dynamics between landlords and tenants, I view this as a bill which promotes affordable housing availability across the State.”

**Rep. Rachelson of Burlington** provided the following vote explanation:

“Madam Speaker:

I cannot in good conscience vote yes on this bill, despite the dire need to reform our housing laws and the Housing Crisis we have in our State. Burlington has a rental vacancy rate of only 2.2% and Vermont’s rental vacancy rate is only 3.2%. I appreciate the efforts for a balanced bill, but cannot support a bill that Legal Aid, the ACLU, and CVOEO are strongly opposed to, especially given that over 60% of the people in Burlington are renters, 33% of them pay more than half their income for rent.”

**Rep. Tomlinson of Winooski** provided the following vote explanation:

“Madam Speaker:

To avoid further escalating our housing crisis, Vermont should be taking action to increase protections for tenants – not decrease them. Communities across our State have passed Just Cause Eviction charter changes – which would support housing stability and prevent displacement. This bill fails the more than 70,000 Vermonters who live in those communities, who have been waiting for years for action on the State level.”

Thereupon, third reading was ordered.

**Favorable Report; Second Reading; Bill Amended;  
Third Reading Ordered**

**H. 567**

**Rep. Birong of Vergennes**, for the Committee on Government Operations and Military Affairs, to which had been referred House bill, entitled

An act relating to unclaimed property, State retirement systems, and capital debt

Reported in favor of its passage.

**Rep. Burkhardt of South Burlington**, for the Committee on Ways and Means, recommended that the bill be amended by striking out Sec. 2 (unclaimed property expenses and service charges) and Sec. 3 (unclaimed property expenses and service charges sunset) in their entireties and inserting in lieu thereof a new Sec. 2 and Sec. 3 to read as follows:

Sec. 2. 27 V.S.A. § 1543 is amended to read:

§ 1543. EXPENSES AND SERVICE CHARGES OF ADMINISTRATOR

Before making a deposit of funds received under this chapter to the General Fund, the Administrator may deduct:

- (1) expenses of disposition of property delivered to the Administrator under this chapter;
- (2) costs of mailing and publication in connection with property delivered to the Administrator under this chapter;
- (3) reasonable service charges;
- (4) expenses incurred in examining records of or collecting property from a putative holder or holder; and

(5) property valued at ~~\$100.00~~ \$150.00 or less more than 10 years after the abandoned property was received from the holder under subchapter 6 of this chapter shall be paid by the.

(A) The Administrator shall deposit funds deducted under this subdivision (5) into the Vermont Retirement Security Fund created by 3 V.S.A. § 534 up to a maximum annual total of \$300,00.00.

(B) Notwithstanding subdivision (A) of this subdivision (5), in the Administrator's sole discretion, funds deducted under this subdivision (5) may be deposited into the Vermont Higher Education Endowment Trust Fund created by 16 V.S.A. § 2885 under authority of this subdivision, provided that not more than a combined total of \$300,000.00 shall be deposited into the Funds in a given year.

(C) For purposes of this subdivision, the value of the abandoned property shall be that value as of the date the property was received from the holder by the Administrator.

Sec. 3. 27 V.S.A. § 1543(5) is amended to read:

(5) property valued at \$150.00 or less more than 10 years after the abandoned property was received from the holder under subchapter 6 of this chapter.

(A) The Administrator shall deposit funds deducted under this subdivision (5) into the ~~Vermont Retirement Security Fund created by 3 V.S.A. § 534~~ Vermont Higher Education Endowment Trust Fund created by 16 V.S.A. § 2885 up to a maximum annual total of \$300,00.00.

~~(B) Notwithstanding subdivision (A) of this subdivision (5), in the Administrator's sole discretion, funds deducted under this subdivision (5) may be deposited into the Vermont Higher Education Endowment Trust Fund created by 16 V.S.A. § 2885, provided that not more than a combined total of \$300,000.00 shall be deposited into the Funds in a given year. [Repealed.]~~

(C) For purposes of this subdivision, the value of the abandoned property shall be that value as of the date the property was received from the holder by the Administrator.

**Rep. Dickinson of St. Albans Town**, for the Committee on Appropriations, recommended that the bill ought to pass when amended as recommended by the Committees on Ways and Means and when further amended as follows:

First: In Sec. 2, 27 V.S.A. § 1543, in subdivision (5)(A), by striking out “\$300,00.00” and inserting in lieu thereof “\$300,000.00”

Second: In Sec. 3, 27 V.S.A. § 1543(5), in subdivision (5)(A), by striking out “\$300,00.00” and inserting in lieu thereof “\$300,000.00”

Third: In Sec. 7, Pension and Benefits Funding Task Force; report, by striking out subsection (h) in its entirety and re-lettering the remaining subsection to be alphabetically correct.

Fourth: By striking out Sec. 24, Office of the State Treasurer; positions, and its reader assistance heading in their entirety and inserting in lieu thereof a new Sec. 24 to read as follows:

Sec. 24. [Deleted.]

The bill, having appeared on the Notice Calendar, was taken up, read the second time, and amended as recommended by the Committee on Ways and Means and the Committee on Appropriations, and third reading ordered.

### **Second Reading; Bill Amended; Third Reading Ordered**

#### **H. 650**

**Rep. Graning of Jericho**, for the Committee on Commerce and Economic Development, to which had been referred House bill, entitled

An act relating to educational technology products

Reported in favor of its passage when amended by striking out all after the enacting clause and inserting in lieu thereof the following:

Sec. 1. 9 V.S.A. chapter 62 is amended to read:

#### CHAPTER 62. PROTECTION OF PERSONAL INFORMATION

\* \* \*

##### Subchapter 3A. Student Privacy

\* \* \*

#### § 2443f. ENFORCEMENT

(a) A person who violates a provision of this ~~chapter~~ subchapter commits an unfair and deceptive act in commerce in violation of section 2453 of this title.

(b) The Attorney General has the same authority to adopt rules to implement the provisions of this subchapter and to conduct civil investigations, enter into assurances of discontinuance, and bring civil actions as provided under chapter 63, subchapter 1 of this title.

Subchapter 3B. Educational Technology§ 2444a. REGISTRATION REQUIREMENTS

(a) Definitions. As used in this section:

(1) “Educational technology product” and “product” mean any student-facing software, application, or platform that may collect, process, or transmit student data and that is used for teaching and learning purposes in a school in Vermont.

(2) “Filing” means an initial registration, amendment, periodic report, or other filing with the Secretary of State as the Secretary may require.

(3) “Provider of an educational technology product” and “provider” mean a person that provides an educational technology product that is in use at a school with or without a contract with the school or school district.

(4) “School” means a public school or an independent school approved pursuant to 16 V.S.A. § 166.

(b) Mandatory data reporting. In addition to all other requirements of a person registering with the Secretary of State pursuant to State law, a person doing business in this State as a provider of an educational technology product shall, at the time of a filing, provide the following:

(1) the name and primary physical, email, and internet addresses of the person;

(2) a link to the most recent version of the privacy policy and terms and conditions of each product in use;

(3) the name of each school or school district in which the provider is operating pursuant to a contract;

(4) the name and a brief description of each product of the provider, also indicating which products are offered at no cost to schools;

(5) which products are known by the provider to be in use in any school or school district; and

(6) an attestation that each product meets:

(A) the standards set forth in subchapter 3A of this chapter and subchapter 6 of this chapter (the Vermont Age-Appropriate Design Code Act); and

(B) all federal and State privacy laws, including the federal Children’s Online Privacy Protection Act.

\* \* \*

Sec. 2. EDUCATIONAL TECHNOLOGY REGISTRATION REVIEW;  
CERTIFICATION; AGENCY OF EDUCATION; REPORT

(a) Task. The Agency of Education shall:

(1) in consultation with the Secretary of State, review all educational technology product provider registrations pursuant to 9 V.S.A. § 2444a;

(2) in consultation with schools, create a list of educational technology products in use across the State;

(3) cross-reference the information gathered in subdivisions (1) and (2) of this subsection to determine the names of any unregistered educational technology providers operating in the State and forward the names of such providers to the Office of the Attorney General;

(4) determine where assistive technology may be included in an individualized education plan;

(5) provide a recommendation as to how the State should certify educational technology products for use in schools, including:

(A) which State entities should be involved in the certification process and to what extent;

(B) the criteria to be considered in the certification process, which at the minimum shall include:

(i) the product's compliance with State curriculum standards;

(ii) advantages of using the product compared with nondigital methods;

(iii) whether the product was explicitly designed for educational use;

(iv) design features of the product, including any:

(I) geolocation tracking;

(II) use of artificial intelligence, which includes chatbots, synthetic content, and automated decision-making tools;

(III) targeted advertising;

(IV) personalized recommendation systems;

(V) access to adults unknown to a student; and

(VI) features that would lead to compulsive use;

(v) whether the product serves as beneficial assistive technology or provides some other form of benefit for special education purposes; and

(vi) the data privacy practices of the provider of the product;

(C) the timeline and estimated cost to establish and implement the certification process;

(D) the estimated cost or cost savings for schools assuming a State certification process is established; and

(E) whether any third-party services, including Internet Safety Labs, should be utilized to assist in certification; and

(6) provide the General Assembly with any other information it deems relevant to help ensure that educational technology products are safely and smartly used in Vermont schools.

(b) Report. On or before November 15, 2027, the Agency of Education shall submit a written report to the House Committees on Commerce and Economic Development and on Education and the Senate Committees on Economic Development, Housing and General Affairs and on Education with its findings and information gathered pursuant to subsection (a) of this section along with any recommendations for legislative action concerning the certification of educational technology products.

### Sec. 3. EFFECTIVE DATE

This act shall take effect on July 1, 2026.

**Rep. Ode of Burlington**, for the Committee on Ways and Means, recommended that the bill ought to pass when amended as recommended by the Committee on Commerce and Economic Development.

The bill, having appeared on the Notice Calendar, was taken up, read the second time, the report of the Committee on Commerce and Economic Development agreed to, and third reading ordered.

### **Message from the Senate No. 32**

A message was received from the Senate by Ms. Gradel, its Assistant Secretary, as follows:

Madam Speaker:

I am directed to inform the House that:

The Senate has on its part passed Senate bills of the following titles:

**S. 89.** An act relating to expanding survivor benefits.

**S. 154.** An act relating to health insurance coverage for biomarker testing.

**S. 220.** An act relating to the excess spending threshold.

In the passage of which the concurrence of the House is requested.

**Committee Bill; Favorable Report; Second Reading;  
Bill Amended; Amendment Offered; Third Reading Ordered**

**H. 949**

**Rep. Kornheiser of Brattleboro** spoke for the Committee on Ways and Means.

House bill, entitled

An act relating to homestead property tax yields, the nonhomestead property tax rate, and technical changes to education finance

**Rep. Nigro of Bennington**, for the Committee on Appropriations, recommended that the bill ought to pass.

The bill, having appeared on the Notice Calendar, was taken up and read the second time.

Pending the question, Shall the bill be read a third time?, **Rep. Kornheiser of Brattleboro** moved to amend the bill by striking out Sec. 4, Education Fund refund; City of Barre TIF district; tax increment; FY 2021–2024, in its entirety and inserting in lieu thereof a new Sec. 4 to read as follows:

Sec. 4. EDUCATION FUND REFUND; CITY OF BARRE TIF DISTRICT;  
TAX INCREMENT; FY 2021–FY 2024

Notwithstanding 16 V.S.A. § 4025, the sum of \$150,576.00 is appropriated from the Education Fund to the Department of Taxes in fiscal year 2027 for a payment to the City of Barre to compensate the City for overpayments of education property taxes in fiscal years 2021–2024 due to insufficient retention of tax increment from the City's tax increment financing district fund.

Which was agreed to.

Pending the question, Shall the bill be read a third time?, **Rep. McCoy of Poultney** moved to amend the bill by striking out Sec. 1, property dollar equivalent yield, income dollar equivalent yield, and nonhomestead property tax rate for fiscal year 2027, and Sec. 2, Education Fund reserve; property tax rate offset, in their entireties and inserting in lieu thereof new Secs. 1 and 2 to read as follows:

Sec. 1. PROPERTY DOLLAR EQUIVALENT YIELD, INCOME  
DOLLAR EQUIVALENT YIELD, AND NONHOMESTEAD  
PROPERTY TAX RATE FOR FISCAL YEAR 2027

For fiscal year 2027 only:

(1) Pursuant to 32 V.S.A. § 5402b(b), the property dollar equivalent yield shall be \$9,442.00.

(2) Pursuant to 32 V.S.A. § 5402b(b), the income dollar equivalent yield shall be \$13,027.00.

(3) Notwithstanding 32 V.S.A. § 5402(a)(1) and any other provision of law to the contrary, the nonhomestead property tax rate shall be \$1.648 per \$100.00 of equalized education property value.

Sec. 2. [Deleted.]

Pending the question, Shall the bill be amended as offered by Rep. McCoy of Poultney?, **Rep. McCoy of Poultney** demanded the Yeas and Nays, which demand was sustained by the Constitutional number. The Clerk proceeded to call the roll and the question, Shall the bill be amended as offered by Rep. McCoy of Poultney?, was decided in the negative. Yeas, 56. Nays, 84.

Those who voted in the affirmative are:

Bartley of Fairfax	Goslant of Northfield	Nelson of Derby
Bosch of Clarendon	Gregoire of Fairfield	Nielsen of Brandon
Boutin of Barre City	Hango of Berkshire	North of Ferrisburgh
Boyden of Cambridge	Harvey of Castleton	Oliver of Sheldon
Branagan of Georgia	Higley of Lowell	Page of Newport City
Brigham of St. Albans Town	Hooper of Randolph	Parsons of Newbury
Burditt of West Rutland	Howland of Rutland Town	Pinsonault of Dorset
Burt of Cabot	Kascenska of Burke	Powers of Waterford
Canfield of Fair Haven	Labor of Morgan	Pritchard of Pawlet
Casey of Hubbardton	Laroche of Franklin	Quimby of Lyndon
Charlton of Chester	Lipsky of Stowe	Southworth of Walden
Coffin of Cavendish	Luneau of St. Albans City	Steady of Milton
Demar of Enosburgh	Maguire of Rutland City	Tagliavia of Corinth
Dickinson of St. Albans Town	Malay of Pittsford	Taylor of Milton
Dobrovich of Williamstown	Marcotte of Coventry	Taylor of Mendon
*	McCoy of Poultney	Walker of Swanton
Dolgin of St. Johnsbury	Morgan, L. of Milton	Waszazak of Barre City
Feltus of Lyndon	Morgan, M. of Milton	Winter of Ludlow
Galfetti of Barre Town *	Morris of Springfield	
	Morrissey of Bennington	

Those who voted in the negative are:

Arsenault of Williston *	Durfee of Shaftsbury	Mihaly of Calais
Austin of Colchester	Emmons of Springfield	Minier of South Burlington
Bartholomew of Hartland	Garofano of Essex	Morrow of Weston
Berbeco of Winooski	Goldman of Rockingham	Mrowicki of Putney
Birong of Vergennes	Goodnow of Brattleboro	Nigro of Bennington
Bishop of Colchester	Graning of Jericho	Noyes of Wolcott
Black of Essex	Greer of Bennington	Nugent of South Burlington
Bluemle of Burlington	Harple of Glover	O'Brien of Tunbridge
Bos-Lun of Westminster	Headrick of Burlington	Ode of Burlington
Brady of Williston	Holcombe of Norwich	Olson of Starksboro
Brown of Richmond	Houghton of Essex Junction	Pezzo of Colchester
Burke of Brattleboro	*	Pouech of Hinesburg
Burkhardt of South Burlington	Howard of Rutland City	Priestley of Bradford
Burrows of West Windsor	Hoyt of Hartford	Rachelson of Burlington
Campbell of St. Johnsbury	Hunter of Manchester	Satcowitz of Randolph
Carris Duncan of Whitingham	James of Manchester	Scheu of Middlebury
Casey of Montpelier	Kimbell of Woodstock	Sheldon of Middlebury
Chapin of East Montpelier	Kleppner of Burlington	Sibilia of Dover
Cina of Burlington *	Kornheiser of Brattleboro	Squirrell of Underhill
Cole of Hartford	Krasnow of South Burlington	Stevens of Waterbury
Conlon of Cornwall	Lalley of Shelburne	Stone of Burlington
Cooper of Pownal	LaLonde of South Burlington	Sweeney of Shelburne
Corcoran of Bennington	Logan of Burlington	Tomlinson of Winooski
Critchlow of Colchester	Long of Newfane	Torre of Moretown
Dodge of Essex	Lueders of Lincoln	Waters Evans of Charlotte
Dolan of Essex Junction	Masland of Thetford	White of Waitsfield
Donahue of Northfield *	McCann of Montpelier	White of Bethel
Duke of Burlington	McGill of Bridport	Wood of Waterbury
		Yacovone of Morristown

Those members absent with leave of the House and not voting are:

Bailey of Hyde Park	Keyser of Rutland City	Micklus of Milton
Christie of Hartford	LaMont of Morristown	Wells of Brownington
Eastes of Guilford	McFaun of Barre Town	

**Rep. Arsenault of Williston** provided the following vote explanation:

“Madam Speaker:

I voted no on this amendment because devoting the entire surplus to the continued use of one-time funds to buy down tax rates with no plan for the following year is a political form of magical thinking. It is bad policy and fiscally irresponsible.”

**Rep. Cina of Burlington** provided the following vote explanation:

“Madam Speaker:

I vote no on this amendment because it is fiscally irresponsible to spend too much at once when facing financial uncertainty even if it wins more votes in an election year.”

**Rep. Dobrovich of Williamstown** provided the following vote explanation:

“Madam Speaker:

These are our taxpayers’ dollars. Whether for this or any other reason we find to give it back, it is their money, not ours. We should make it a habit of always giving back whatever surplus is left every year. It is their money, not ours!”

**Rep. Donahue of Northfield** provided the following vote explanation:

“Madam Speaker:

I do not support this amendment or the underlying bill, because I do not support any buy down. It deceives the voters and leads to removing the pressure on us to move to serious reform – as demonstrated by last year’s buy down.”

**Rep. Galfetti of Barre Town** provided the following vote explanation:

“Madam Speaker:

The time for tax relief is now as the time for education reform is now. The majority has had 10 plus years to fix this broken system! It would appear that the majority is interested in representing wealthy elites, not working Vermonters!”

**Rep. Houghton of Essex Junction** provided the following vote explanation:

“Madam Speaker:

I vote no for our students and our taxpayers. One hundred eighty-one elected officials working on changing our education system. I look forward to the work finishing.”

Pending the question, Shall the bill be read a third time?, **Rep. McCoy of Poultney** demanded the Yeas and Nays, which demand was sustained by the Constitutional number. The Clerk proceeded to call the roll and the question, Shall the bill be read a third time?, was decided in the affirmative. Yeas, 78. Nays, 61.

Those who voted in the affirmative are:

Arsenault of Williston	Emmons of Springfield	Morris of Springfield
Austin of Colchester	Garofano of Essex	Morrow of Weston
Bartholomew of Hartland	Goldman of Rockingham *	Mrowicki of Putney *
Berbeco of Winooski	Goodnow of Brattleboro	Nigro of Bennington
Birong of Vergennes	Graning of Jericho *	Nugent of South Burlington
Bishop of Colchester	Greer of Bennington	Ode of Burlington
Black of Essex	Harple of Glover	Olson of Starksboro
Bluemle of Burlington	Headrick of Burlington	Pezzo of Colchester
Bos-Lun of Westminster	Houghton of Essex Junction	Pouech of Hinesburg
Brady of Williston	Hoyt of Hartford	Rachelson of Burlington
Brown of Richmond	Hunter of Manchester	Satcowitz of Randolph
Burke of Brattleboro	James of Manchester	Scheu of Middlebury
Burkhardt of South Burlington	Kimbell of Woodstock	Sheldon of Middlebury
Campbell of St. Johnsbury	Kleppner of Burlington	Sibilia of Dover
Carris Duncan of Whitingham	Kornheiser of Brattleboro	Squirrell of Underhill
Casey of Montpelier	Krasnow of South Burlington	Stevens of Waterbury
Cina of Burlington	Lalley of Shelburne	Stone of Burlington *
Cole of Hartford	LaLonde of South Burlington	Sweeney of Shelburne
Conlon of Cornwall	Logan of Burlington	Tomlinson of Winooski
Cooper of Pownal	Long of Newfane	Torre of Moretown
Corcoran of Bennington	Lueders of Lincoln	Waszazak of Barre City *
Critchlow of Colchester	Masland of Thetford	Waters Evans of Charlotte
Dodge of Essex	McCann of Montpelier	White of Waitsfield
Dolan of Essex Junction	McGill of Bridport	White of Bethel
Duke of Burlington	Mihaly of Calais	Wood of Waterbury
Durfee of Shaftsbury	Minier of South Burlington	Yacovone of Morristown

Those who voted in the negative are:

Bartley of Fairfax	Goslant of Northfield	Morrissey of Bennington
Bosch of Clarendon	Gregoire of Fairfield *	Nelson of Derby
Boutin of Barre City	Hango of Berkshire	Nielsen of Brandon
Boyden of Cambridge	Harvey of Castleton *	North of Ferrisburgh
Branagan of Georgia	Higley of Lowell	Noyes of Wolcott
Brigham of St. Albans Town	Holcombe of Norwich *	O'Brien of Tunbridge
Burditt of West Rutland	Hooper of Randolph	Oliver of Sheldon
Burrows of West Windsor	Howard of Rutland City	Page of Newport City
Burt of Cabot	Howland of Rutland Town	Parsons of Newbury
Canfield of Fair Haven	Kascenska of Burke	Pinsonault of Dorset
Casey of Hubbardton	Labor of Morgan	Powers of Waterford
Charlton of Chester	LaMont of Morristown	Priestley of Bradford *

---

Coffin of Cavendish	Laroche of Franklin	Pritchard of Pawlet
Demar of Enosburgh *	Lipsky of Stowe	Quimby of Lyndon
Dickinson of St. Albans Town	Luneau of St. Albans City	Southworth of Walden
Dobrovich of Williamstown	Maguire of Rutland City	Tagliavia of Corinth
Dolgin of St. Johnsbury	Malay of Pittsford	Taylor of Milton
Donahue of Northfield	Marcotte of Coventry	Taylor of Mendon
Feltus of Lyndon	McCoy of Poultney *	Walker of Swanton
Galfetti of Barre Town	Morgan, L. of Milton	Winter of Ludlow
	Morgan, M. of Milton	

Those members absent with leave of the House and not voting are:

Bailey of Hyde Park	Eastes of Guilford	Micklus of Milton
Chapin of East Montpelier	Keyser of Rutland City	Steady of Milton
Christie of Hartford	McFaun of Barre Town	Wells of Brownington

**Rep. Demar of Enosburgh** provided the following vote explanation:

“Madam Speaker:

I was a no vote. Vermonters can’t afford their healthcare, can’t afford heating fuel, can’t afford their grocery bill, can’t afford gas for their vehicles, can’t afford a home or rent. We should be ashamed.”

**Rep. Goldman of Rockingham** provided the following vote explanation:

“Madam Speaker:

Vermont school districts rely on the ‘yield bill’ because it sets the basis of the State’s education funding system each year. Without it, my district cannot accurately plan budgets or know what our local tax rates will be. Given the uncertainty at the federal level, paying down the tax rate over two years is prudent and responsible and gives us time to address our education funding crisis. I voted yes to support my community’s ability to educate our children and address affordability over time.”

**Rep. Graning of Jericho** provided the following vote explanation:

“Madam Speaker:

I voted yes because we have to fund our schools. However, I have deep concerns about this plan. We can’t fix a problem that was created over decades with a buy down spread over two years. What happens then? We need a longer off ramp.”

**Rep. Gregoire of Fairfield** provided the following vote explanation:

“Madam Speaker:

For almost three decades we’ve taken the easy route on so many issues from IT, pensions, capital expenses, and education. Where has it got us? Nowhere good for Vermonters. We owe it to Vermonters to deliver real results, not half results. They deserve far better; they have little left to give.”

**Rep. Harvey of Castleton** provided the following vote explanation:

“Madam Speaker:

Vermonters are begging us for help. They can’t afford to live here any longer, and they certainly can’t afford a single cent in new taxes. I vote no to show my constituents and Vermonters that I am listening and will continue to fight for them.”

**Rep. Holcombe of Norwich** provided the following vote explanation:

“Madam Speaker:

This bill will pass, so my vote is a protest. If we are going to provide tax relief, target it at those who need it most or invest in permanent affordability, every year moving forward.”

**Rep. McCoy of Poultney** provided the following vote explanation:

“Madam Speaker:

I cannot support an average 7% increase to Vermonters’ property taxes. Vermonters need help right now. We cannot wait.”

**Rep. Mrowicki of Putney** provided the following vote explanation:

“Madam Speaker:

Sound financial practices often entail difficult decisions. Keeping an eye on today but also looking ahead to what’s coming. I vote yes for the difficult decisions to present a Yield Bill that looks at the big picture. I thank your Ways and Means Committee for digging in, doing the hard work, and making sound financial decisions for our children in school and the taxpayer footing the bill.”

**Rep. Priestley of Bradford** provided the following vote explanation:

“Madam Speaker:

My constituents saw a massive tax increase due to an A.O.E. error. By the time the A.O.E. finally listened and acknowledged their miscalculation, my schools had already made major staff cuts. My constituents are tired of Band-Aids, tired of rushed solutions, and tired of instability.”

**Rep. Stone of Burlington** provided the following vote explanation:

“Madam Speaker:

I voted yes because failing to pass this bill would create chaos for our tax rates and our school budgets. However, I call on my colleagues and the Administration to stop treating this as a yearly emergency and instead focus on the hard, uncomfortable work of systemic structural reform, like school construction, to make our education system sustainable. Yes, we need tax relief, but we also need more than Band-Aids.”

**Rep. Waszazak of Barre City** provided the following vote explanation:

“Madam Speaker:

I voted yes because my city desperately needs the money included in this bill. I agree that we need strong and immediate reforms, and I hope the Senate can get us closer to the relief my constituents are crying out for.”

**Committee Bill; Favorable Report; Second Reading;  
Action on Bill Postponed**

**H. 933**

**Rep. Kimbell of Woodstock** spoke for the Committee on Ways and Means.

House bill, entitled

An act relating to miscellaneous administrative and policy changes to the tax laws

**Rep. Nigro of Bennington**, for the Committee on Appropriations, recommended that the bill ought to pass.

The bill, having appeared on the Notice Calendar, was taken up, and read the second time.

Pending the report of the Committee on Appropriations, on motion of **Rep. Kimbell of Woodstock**, action on the bill was postponed one legislative day.

**Action on Bill Postponed**

**H. 657**

House bill, entitled

An act relating to enabling unaccompanied homeless youth to obtain certain services without parental consent

Was taken up and, pending second reading of the bill, on motion of **Rep. Donahue of Northfield**, action on the bill was postponed one legislative day.

**Action on Bill Postponed****H. 727**

House bill, entitled

An act relating to sustainable data center deployment

Was taken up and, pending second reading of the bill, on motion of **Rep. Sibilias of Dover**, action on the bill was postponed one legislative day.

**Action on Bill Postponed****H. 935**

House Committee bill, entitled

An act relating to emergency management

Was taken up and, pending second reading of the bill, on motion of **Rep. Hango of Berkshire**, action on the bill was postponed one legislative day.

**Action on Bill Postponed****H. 944**

House Committee bill, entitled

An act relating to the fiscal year 2027 Transportation Program and miscellaneous changes to laws related to transportation

Was taken up and, pending second reading of the bill, on motion of **Rep. Walker of Swanton**, action on the bill was postponed one legislative day.

**Action on Bill Postponed****H. 938**

House Committee bill, entitled

An act relating to establishing the Vermont Homelessness Response Continuum

Was taken up and, pending second reading of the bill, on motion of **Rep. Maguire of Rutland City**, action on the bill was postponed one legislative day.

**Adjournment**

At seven o'clock and thirty-one minutes in the evening, on motion of **Rep. McCoy of Poultney**, the House adjourned until tomorrow at one o'clock in the afternoon.