



City Council - License Committee

Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall

<https://zoom.us/j/99954685245>

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. Communication: BPD, re: Block Party, Sunday, May 26, 2024, 9 am - 8 pm, Residents of Upper North Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.3. Communication: BPD, re: Block Party, Saturday, June 1, 2024, 5 pm - 8 pm, Brandywine Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.4. Communication: BPD, re: BTV Market Street Closure, Every Saturday, June 1 - September 28, 2024, 9 am - 4 pm, City Hall Park
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Police Department

Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.5. Communication: BPD, re Block Party, Sunday, June 2, 2204, 4:30 pm - 8:30 pm, Drew Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.6. Communication: BPD, re: Dewey Park Event, Wednesday, June 26, 2024, 10 am - 1:30 pm, Walnut Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.7. Communication: BPD, re: Festival of Fools - Street Event, August 2 - 4, 2024, Various times, CSM to include CHP
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.8. Communication: BPD, re: Block Party, Saturday, August 10, 2024, 11 am - 3 pm, Spring Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall

Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.9. Tobacco License Renewal (2024-2025): Northern Lights, 75 Main Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024-2025 Tobacco License Renewal for Northern Lights, 75 Main Street
Subject	3.10. Indoor and Outdoor Entertainment Permit Renewals (2024-2025): see attached list
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024-2025 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditons

4. Deliberative Agenda

Subject	4.1. Tobacco License Application (2024-2025): True-802 Cannabis, 132 Church Street
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2024-2025 Tobacco License Application for Northern Lights, 75 Main Street
Subject	4.2. 180 Battery Street - Outdoor Seating Encumbrance Permit Application - Kismet Kitchen - DPW

Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for Kismet Restaurant LLC at 180 Battery Street requesting use of the sidewalk for an outdoor seating area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	4.3. 365 South Winooski Ave - Encumbrance Permit Application - Lewis Creek Builders - DPW
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for Lewis Creek Company Inc. d/b/a Lewis Creek Builders for the address located at 365 South Winooski Ave, requesting use of the parking stall and greenbelt for a staging area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	4.4. Special Event Outdoor Entertainment Permit Application (one day only): Switchback Brewing Company, 160 Flynn Avenue, lawn on brewery property, Saturday, July 27, 2024, 12 pm - 6 pm
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the one day only special event outdoor entertainment permit application for Switchback Brewing Company, 160 Flynn Avenue, lawn on brewery property, Dog Days of Summer Fundraising Event, Saturday, July 27, 2024, 12 pm - 6 pm

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	July 10, 2024 - City Council License Committee Meeting - Wednesday, July 10, 2024, 4:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Adjournment

Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Sunday, May 26, 2024

TIME: 9:00AM – 9:00PM

LOCATION: Residents of Upper North Street – North Street between North Prospect Street and Mansfield Avenue.

EVENT: Block Party

COORDINATOR/CONTACT INFO: Signe Daly johndalyvt@gmail.com 802-310-6725

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 5/8/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Must obtain a waiver form signed by at least 3/4 of the block residents who thereby waive their right of normal access to the street for the period of the block party.
- No alcohol will be dispensed or consumed on public property.
- No live bands.
- Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- There shall be no more invited guests than the number of block residents in attendance.
- Participants will comply with all local, State, and Federal laws.
- Shall be responsible for cleanup after the event.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE [Signature] DATE 5/21/24 PHONE 802 310 6725
ADDRESS 501 N. ST. BTU 05401

Copies to:

- | | |
|-----------------------------|---------------------|
| ○ Operations Deputy Chief | ○ City Clerk |
| ○ Roll Call Copy | ○ Park's Department |
| ○ Posted Uniformed Services | ○ DPW |
| ○ City Council | ○ Fire Department |
| ○ City Attorney | |



24 MAY 22 PM 2:28

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, June 1, 2024

TIME: 5:00PM – 8:00PM

LOCATION: Brandywine Street

EVENT: Block Party

COORDINATOR/CONTACT INFO: Thomas Fleury tlfleury@aol.com

PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE 5/17/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Must obtain a waiver form signed by at least 3/4 of the block residents who thereby waive their right of normal access to the street for the period of the block party.
- No alcohol will be dispensed or consumed on public property.
- No live bands.
- Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- There shall be no more invited guests than the number of block residents in attendance.
- Participants will comply with all local, State, and Federal laws.
- Shall be responsible for cleanup after the event.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE Thomas J. Henry DATE 5/21/24 PHONE (802) 862-2941
(802) 318-1432

ADDRESS 1164 Saraboga Avenue, Burlington

Copies to:

- | | |
|-----------------------------|---------------------|
| ○ Operations Deputy Chief | ○ City Clerk |
| ○ Roll Call Copy | ○ Park's Department |
| ○ Posted Uniformed Services | ○ DPW |
| ○ City Council | ○ Fire Department |
| ○ City Attorney | |



**POLICE DEPARTMENT
CITY OF BURLINGTON**

BURLINGTON POLICE DEPARTMENT - Waiver Form

I understand that by signing this document I waive my household's rights to normal access to Brandywine Street on the following date: 6/1/24 from 5:00 AM/PM until 8:00 AM/PM for the purpose of a Block Party.

For this permit to be approved, $\frac{3}{4}$ of the residents on the above mentioned street must waive their right to normal access.

This will be filed with a permit request at the Burlington Police Department.

If you have any questions, please call Sarah Trieb with BPD at (802) 540-2246.

Total # of Residences on Street

Signature	Address	Phone Number
<i>Donna Spivey Bird</i>	18 Brandywine	802 862 2651
<i>Donika L. Lucic</i>	24 Brandywine	802 540-0830
<i>George Alita</i>	24 Brandywine	11 11
<i>Debra Gio</i>	21 " "	802 363-3253
<i>James George</i>	7 Brandywine	802-829 8111
<i>John P. [unclear]</i>	21 Brandywine	802 363 3253
<i>[unclear]</i>	30 Brandywine	802-244-9560



'24 MAY 28 PM 12:07

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Every Saturday, June 1 – September 28, 2024

TIME: 9:00AM – 4:00PM

LOCATION: City Hall Park – to include road closure: Saint Paul Street, from Main Street to College Street.

EVENT: BTV Market Street Closure

ORGANIZATION: City of Burlington, Business and Workforce Development Department

COORDINATOR/CONTACT INFO: Samantha McGinnis <smcginnis@burlingtonvt.gov>

PERMIT ISSUED BY **POLICE DEPARTMENT**. DATE 5/24/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael P. Henry #321
Lieutenant Mike Henry #321

ADDITIONAL INFORMATION/CONDITIONS:

- Participants will comply with all local, State, and Federal laws.
- Group is responsible for any and all clean-up of debris, as a direct result of the Market, from the street and adjacent sidewalks.
- Group will erect barricades on St. Paul Street at Main Street; St. Paul Street at College Street. These barricades will extend the entire length of the roadway and be NHTSA compliant, immediately visible to motorists (not blocked by any vehicle, vendors, stand, etc) and prohibit the entrance by unauthorized vehicles.
- Group will acquire authorized signage for parking meters. Signage will stipulate the hours and dates parking is prohibited.
- No parking signs posted by 6:00 PM night before they are to be valid. Send email to the following address Postednoparking@burlingtonvt.gov. This message must include, who posted, when posted, and streets posted. While this message goes to us in the office it also goes to the City Attorney and is what they use to determine if the street was properly posted. .
- Market operations will immediately cease and the street will be opened if so ordered by Police or Fire Department personnel for purposes of public safety.
- Permit from Burlington Parks and Recreation Dept for the use of City Hall Park is required.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE Samantha McGinnis DATE 5/28/24 PHONE 802-735-5572

ADDRESS 131 Church Street, Suite 209, Burlington, VT 05401

Copies to:

- ☐ Operations Deputy Chief
- ☐ Roll Call Copy
- ☐ Posted Uniformed Services
- ☐ City Council
- ☐ City Attorney
- ☐ City Clerk
- ☐ Park's Department
- ☐ DPW
- ☐ Fire Department
- ☐ Other: No Parking Signs posted by 6:00 PM night before they are to be valid.

Send email to the following address Postednoparking@burlingtonvt.gov. This message must include, who posted, when posted, and streets posted. While this message goes to the parking office, it also goes to the City Attorney and is what they use to determine if the street was properly posted.



PERMIT

Pursuant to City Ordinance 27-6

'24 MAY 28 PM 12:28

DATE: Sunday, June 2, 2024

TIME: 4:30PM-8:30PM

LOCATION: Drew Street, between Ward & Strong Streets

EVENT: Block Party

COORDINATOR: Sarah Kenney 802-310-7220

PERMIT ISSUED BY **POLICE** DEPARTMENT ON 5-14-24

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #331
Lieutenant Mike Henry

ADDITIONAL INFORMATION:

- Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Neighbors will be notified of the block party.
- Must obtain a waiver form signed by at least 3/4 of the block residents who thereby waive their right of normal access to the street for the period of the block party.
- No alcohol will be dispensed or consumed on public property.
- No live bands.
- Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- There shall be no more invited guests than the number of block residents in attendance.
- Participants will comply with all local, State, and Federal laws.
- Shall be responsible for cleanup after the event.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE _____

PHONE 802-310-7220

ADDRESS 10 Ward Street, Burlington



'24 JUN 10 PM 1:50

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: wednesday 26th
Friday, June 14, 2024

TIME: 10:00AM - 1:30PM

LOCATION: Walnut street, blocked off at Archibald Street.

EVENT: Dewey Park Event

COORDINATOR: Phet Keomanyvanh (Racial Equity, Inclusion and Belonging)

PERMIT ISSUED BY **POLICE** DEPARTMENT ON: May 2, 2024

ADDITIONAL INFORMATION:

- Appropriate barricades will be in place at end of the street to redirect traffic and that are readily removable for emergency vehicles. Burlington Police does not supply barricades.
- No alcohol will be dispensed or consumed on public property.
- No live bands.
- Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- Participants will comply with all local, State, and Federal laws.
- Shall be responsible for cleanup after the event.

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Mike Henry

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE Phet Keomanyvanh DATE 5-3-24 PHONE 829-5799

ADDRESS 149 Church St. REIB office Burlington, VT 05401



24 JUL 1 41:10:01

PERMIT

Pursuant to City Ordinance 27-6

DATE of EVENT: August 2, 2024

TIME: 12:00pm to 10:00pm

DATE of EVENT: August 3, 2024

TIME: 11:00am to 10:00pm

DATE of EVENT: August 4, 2024

TIME: 10:00am to 7:00pm

LOCATION: Church Street Marketplace, from Main Street to Pearl Street, to include City Hall Park

EVENT: Festival of Fools – Street Event

ORGANIZATION: Burlington City Arts

COORDINATOR: Zach Williamson

ADDRESS/CONTACT INFO: 135 Church Street Burlington, VT; (802) 846-2523

PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE 6/18/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- An approved security company will be hired to check the identification documents of the event attendees and assist with crowd control and / or potential evacuation.
- Each person serving alcohol or providing security for the event will have completed the DLC “Liquor Seminar” and will be clearly identified by uniform or placard as an employee or volunteer for the event.
- In the event of an emergency the group will have designated volunteers or private security employees to notify the guests of the pre-planned evacuation strategy and staging locations.
- Event will notify affected businesses/residents of intended street closure no later than July 14, 2023.
- Event will comply with all local, State, and Federal laws.
- Event & Organizer will be responsible for and agree to pay for police services to include:
 - August 2, 2024 Security from 7pm to 10pm – **1 Burlington Police Officer located on Church Street Marketplace/City Hall Park**
 - August 3, 2024 Security from 3pm to 10pm – **1 Burlington Police Officer located on Church Street Marketplace/City Hall Park**
 - August 4, 2024 Security from 3pm to 7pm – **1 Burlington Police Officer located on Church Street Marketplace/City Hall Park**
- Event shall obtain a permit from the Church Street Marketplace and shall follow all conditions set forth.
- Event shall notify Burlington Fire & Rescue of pending road closure to include specific dates and times.
- Event shall notify Burlington Parks Department of their intentions within City Hall Park and follow all conditions set forth.

- Event shall notify Burlington Police Parking Division of intended street closure and meters will be posted in accordance with ordinances. Signs must be posted by 6pm the night before they are to be valid.
- Must obtain outdoor consumption permits from DLC/Local Control Committee.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE Zach Williamson DATE 6-24-24 PHONE 802-846-2523

ADDRESS 135 Church St, Burlington, VT 05401

Copies to:

- Operations Deputy Chief
- Roll Call Copy
- Posted Uniformed Services
- City Council
- City Attorney
- City Clerk
- Park's Department
- DPW
- Fire Department



CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, August 10, 2024

TIME: 11:00AM-3:00PM

LOCATION: Spring Street, closed between Walnut Street and Intervale Ave.

EVENT: Block Party

COORDINATOR/CONTACT INFO: Helen Reid (802) 373-6118 <hsreid@hotmail.com>

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 5/15/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- ☐ Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles. Burlington Police does not supply barricades.
- ☐ Must obtain a waiver form signed by at least 3/4 of the block residents who thereby waive their right of normal access to the street for the period of the block party.
- ☐ No alcohol will be dispensed or consumed on public property.
- ☐ No live bands.
- ☐ Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- ☐ There shall be no more invited guests than the number of block residents in attendance.
- ☐ Participants will comply with all local, State, and Federal laws.
- ☐ Shall be responsible for cleanup after the event.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE [Signature] DATE 05/22/2024 PHONE 802-373-6118

ADDRESS 27 Spring Street, Burlington, VT, 05401

Copies to:

- ☐ Operations Deputy Chief
- ☐ Roll Call Copy
- ☐ Posted Uniformed Services
- ☐ City Council
- ☐ City Attorney
- ☐ City Clerk
- ☐ Park's Department
- ☐ DPW
- ☐ Fire Department

Application
DLL - Application - 45762

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS

RELATED INFORMATION

Renewal

Application Information

DLL - Application Id
DLL - Application - 45762

Business Entity Name
Paradise Enterprises LLC

Phone number:

Applicant Email
bobcromwell@charter.net (<mailto:bobcromwell@charter.net>)

Renewal Application

Student Name

Applicant Action Comments

License/Permit Location Description

Town Fee
0

Business Entity Phone
4132241440

Training Completion Record

Designated Caterers Details

Days Since Last Modified
-1

Estimated time period for alcohol

Name and address from whom you purchase

Lease Expiration Date

Liquor Liability Insurance Policy Number

Landlord Email

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures

External Status
Application sent to municipality

Town Clerk/ Municipal Jurisdiction
Burlington

Historical Id
TOBC

Application Type
License

Application For
Tobacco License

Mode of Training

Town User Approval/Rejection Comments

Eligibility of Tobacco Fee waiver
Yes

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Nathem Lights
75 Main Street

2024-2025 Indoor and Outdoor Entertainment Permit Renewals
City Council License Committee Meeting, Wednesday, July 10, 2024

Indoor:

Arts Riot
Citizen Cider

Outdoor:

Beach House

New



Home (/DLLLicenseManagement/s/)

Application
DLL - Application - 45399

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

DLL - Application Id

DLL - Application - 45399

Business Entity Name

802APOTH LLC

Phone number:

Applicant Email

true802canna@gmail.com (<mailto:true802canna@gmail.com>)

Renewal Application

Student Name

Applicant Action Comments

License/Permit Location Description

Town Fee

0

Business Entity Phone

8025401420

Training Completion Record

Designated Caterers Details

Days Since Last Modified

-1

Estimated time period for alcohol

Name and address from whom you purchase

Lease Expiration Date

Liquor Liability Insurance Policy Number

Landlord Email

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹

URL for Duties ¹

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Burlington

Historical Id

TOBC

Application Type ¹

License

Application For

Tobacco License

Mode of Training

Town User Approval/Rejection Comments

Eligibility of Tobacco Fee waiver

No

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used



True-802 Cannabis
132 Church Street



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: July 10, 2024

CC: Laura Wheelock, P.E.; Division Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.

RE: 180 Battery Street– Outdoor Seating Encumbrance Permit Application – Kismet Kitchen

Request

The Applicant, Kismet Restaurant LLC, d/b/a Kismet, owner of the establishment located at 180 Battery Street, is requesting approval for an outdoor seating area to exist in the public right-of-way. The request, if approved, will formally permit an outdoor seating area on the sidewalk in front of the establishment, through a License Agreement with the City.

As stated in Burlington Code of Ordinance Chapter 27-32(a): *“No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council.”*

Overview

Kismet submitted an encumbrance permit application to the Department of Public Works on May 31th, 2024, requesting to occupy 333 square feet of City right-of-way space on Battery Street, directly in front of the business on the public sidewalk.

The proposed seating area will occupy the “sidewalk” area directly adjacent the establishment in front of the entryway. This specific location features a decorative paver landscaping leading off the sidewalk and connecting to the building entryway. The designated 5’ wide concrete sidewalk will not be impeded in any way. The seating area meets all the requirements to occupy the public right-of-way under Great Streets Standards and the Street Seating Program Guide. The dining area will consist of small tables and chairs, cordoned off by a decorative barriers around the perimeter.

The outdoor dining area will be used by the restaurant during normal business hours. During times when the establishment is closed, tables and chairs will be removed from the public right-of-way.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement. This particular address was formerly permitted for outdoor seating in substantially the same form under Esperanza Restaurant in 2017.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City.

Thank you for your consideration of this request. Please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

- A. Application
- B. DPW Recommendation Form
- C. Photographs
- D. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for Kismet Restaurant LLC at 180 Battery Street requesting use of the sidewalk for an outdoor seating area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application for Kismet Restaurant LLC at 180 Battery Street requesting use of the sidewalk for an outdoor seating area and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Kismet Restaurant LLC
180 Battery Street, Burlington VT

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Kismet Restaurant LLC, a domestic limited liability company located at 180 Battery Street, Suite 130, Burlington, Vermont 05401 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to 180 Battery Street. The Licensee has received approval to place an outdoor seating area on the sidewalk of the public right-of-way adjacent to the premises.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the sidewalk directly in front of 180 Battery Street.
- E. “Property”** means the outdoor seating area that is the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee’s obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on April 30th, 2025.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (C). Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions,

the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

- i. **Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
- ii. **Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
- iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.
- iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the Premises, the sidewalk adjacent to the property, and any other City property damaged, destroyed, or otherwise affected by Licensee or its officers, employees, agents, customers/invitees, successors, or assigns, within seven (7) days of receiving written notice.
- v. **Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area to serve the establishment located beyond the traveled path of the public sidewalk, directly adjacent to 180 Battery Street, totaling an area of 333 square feet for the term set forth above. Licensee may use and shall maintain the seating area existing in the City's right-of-way for the term set forth in §3.B of this Agreement. Licensee may use and maintain the outdoor seating area existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. LICENSE CONDITIONS

- A. **Maintenance.** Licensee shall maintain the seating area to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, repair, and replacement of seating area amenities and restoration of the public right-of-way.
- B. **Placement.** The featured dining area shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment C) and shall not impede the City's or any other private or public utilities' ability to maintain the road, sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property.

The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The seating area shall be removed from the public right of way when not in use by the establishment. Notwithstanding anything to the contrary herein, it is Licensee's obligation to ensure the approved plan complies with applicable laws, including the Americans with Disabilities Act, all applicable regulations and design standards promulgated thereunder, and other applicable disability access laws. Any analysis done by the City regarding compliance of the plan with applicable laws is for the City's sole and exclusive benefit, and Licensee shall not rely thereon. If the plan fails to comply with applicable laws, including disability access laws, then it is Licensee's obligation to comply with the law and to request the City's ratification of any change from the plan shown in Attachment C as soon as reasonably possible. An amendment to the plan in Attachment C to comply with applicable law shall require the written approval of the Public Works Director or designee without a formal amendment to this Agreement.

- C. Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way.
- D. Emergency Access.** In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.

6. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an Encumbrance Fee, as described in Attachment A.
- B. Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the encumbrance and license fee for the period beginning April 30, 2024 and ending April 30, 2025.

7. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.
- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured on a primary, non-contributory basis and waiving subrogation against the City. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with thirty (30) days' written notification of cancellation. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three (3) days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, penalties, fines, costs (including attorneys' fees and costs), and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, subcontractors, customers/invitees, successors, or assigns arising from or related to Licensee's use of the Premises or in connection with this Agreement or the privileges granted to it under this Agreement, excepting claims arising from the City's gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the privileges granted to Licensee under this Agreement.

10. PUBLIC RELATIONS

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans,

drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §3.C.i of this Agreement.

15. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, notwithstanding the passage of time. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, but it shall be enforced to the fullest extent

allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

21. ATTACHMENTS

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

- A. Attachment A:** Licensee's Application
- B. Attachment B:** Department of Public Works Encumbrance Recommendation Form
- C. Attachment C:** Photographs and Sketches of Encroachment
- D. Attachment D:** Certificate of Insurance

22. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

23. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

The Parties hereto have executed this Agreement

LICENSEE
Kismet Restaurant LLC

By: _____
Serkan Cetin, Manger

Date: _____

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____

REN-24-10 ROW Encumbrance Permit Status: Active Submitted On: 5/31/2024	Primary Location 180-188 Battery Street Burlington, VT 05401 Owner WATERFRONT PLAZA LLC 30 MAIN STREET #401 BURLINGTON, VT 05401	Applicant  Serkan Cetin  802-288-0111  kismetturkish24@gmail.com  180 battery street ste 130 Burlington, Vermont 05401
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Right-of-Way Encumbrance Application

Type of Encumbrance Requested*	Renewal ?*
Seating / Sign / Structure / Amenity Encumbrance	No

Encumbrance Description* ?

Outdoor restaurant seating with about 5 tables on the patio right in front of the restaurant

Location of Encumbrance * ?

180 Battery Street Suite 130

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)	Encumbrance Start Date
1	07/01/2024
Encumbrance End Date	Area Encumbered (Square Feet)
04/30/2025	333

Number of Tables

5

Number of Chairs

15

Company Information

Company Name

Kismet Restaurant LLC

DBA Name

Kismet

Phone

802-288-0111

FAX**Street Address**

180 Battery Street, Suite 130

City, State Zip

Burlington, 05401

Email ?

kismetturkish24@gmail.com



DEPARTMENT OF PUBLIC WORKS
 645 PINE STREET
 BURLINGTON, VT 05401
 Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
 Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Kismet Restaurant LLC DATE: 6/26/24
 COMPANY NAME: Kismet PHONE: (802) 288-0111
 CONTACT NAME: Serkan Cetin EMAIL: kismetturkish@gmail.com
 MAILING ADDRESS: 180 Battery St. Suite 130, Burlington, VT 05401
 LOCATION OF ENCUMBRANCE: 180 Battery Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES []

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES ☒

NO []

3. Additional Comments: _____

Public Sidewalk to remain clear. No impact to designated sidewalk.

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES []

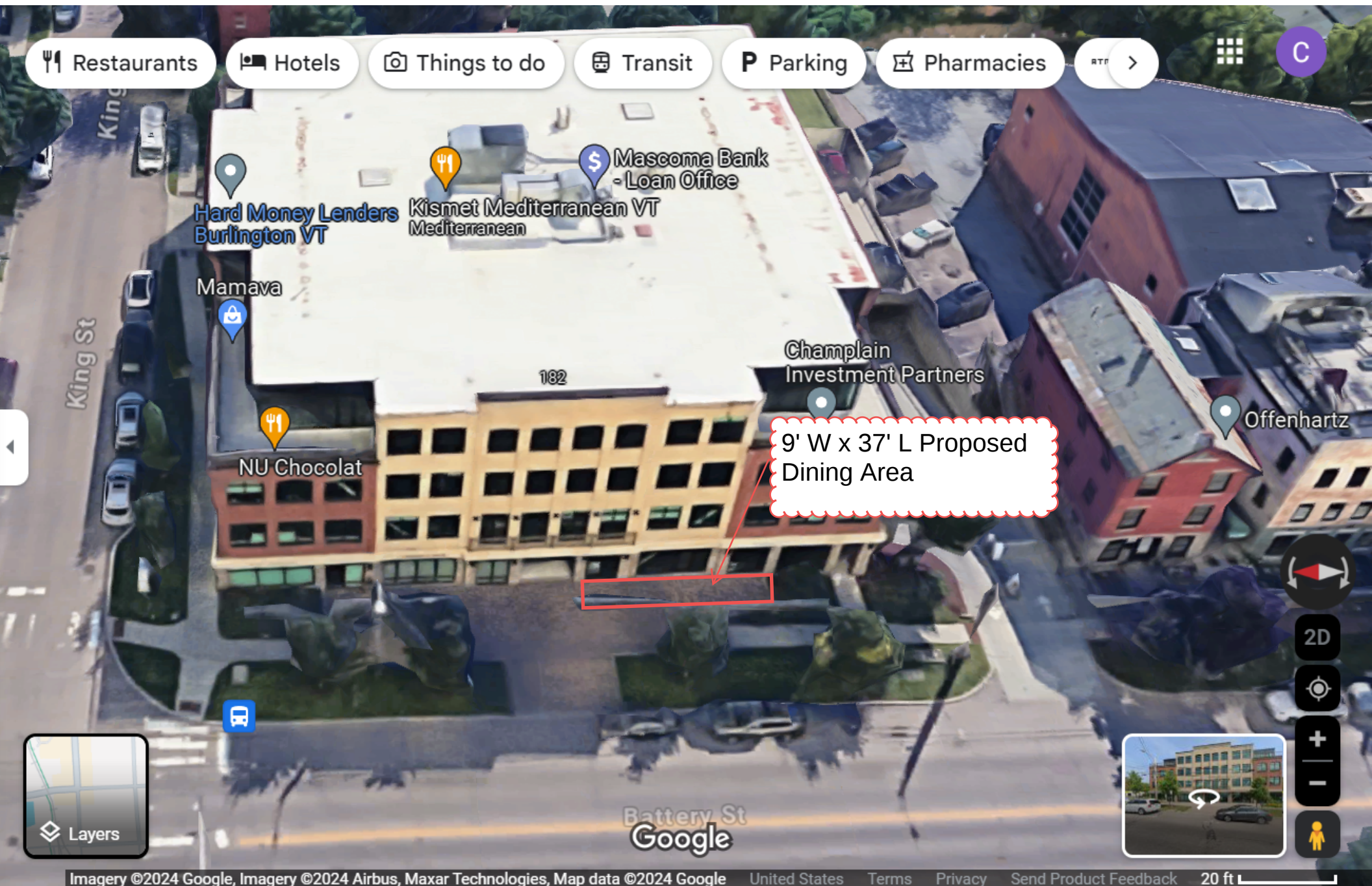
NO []

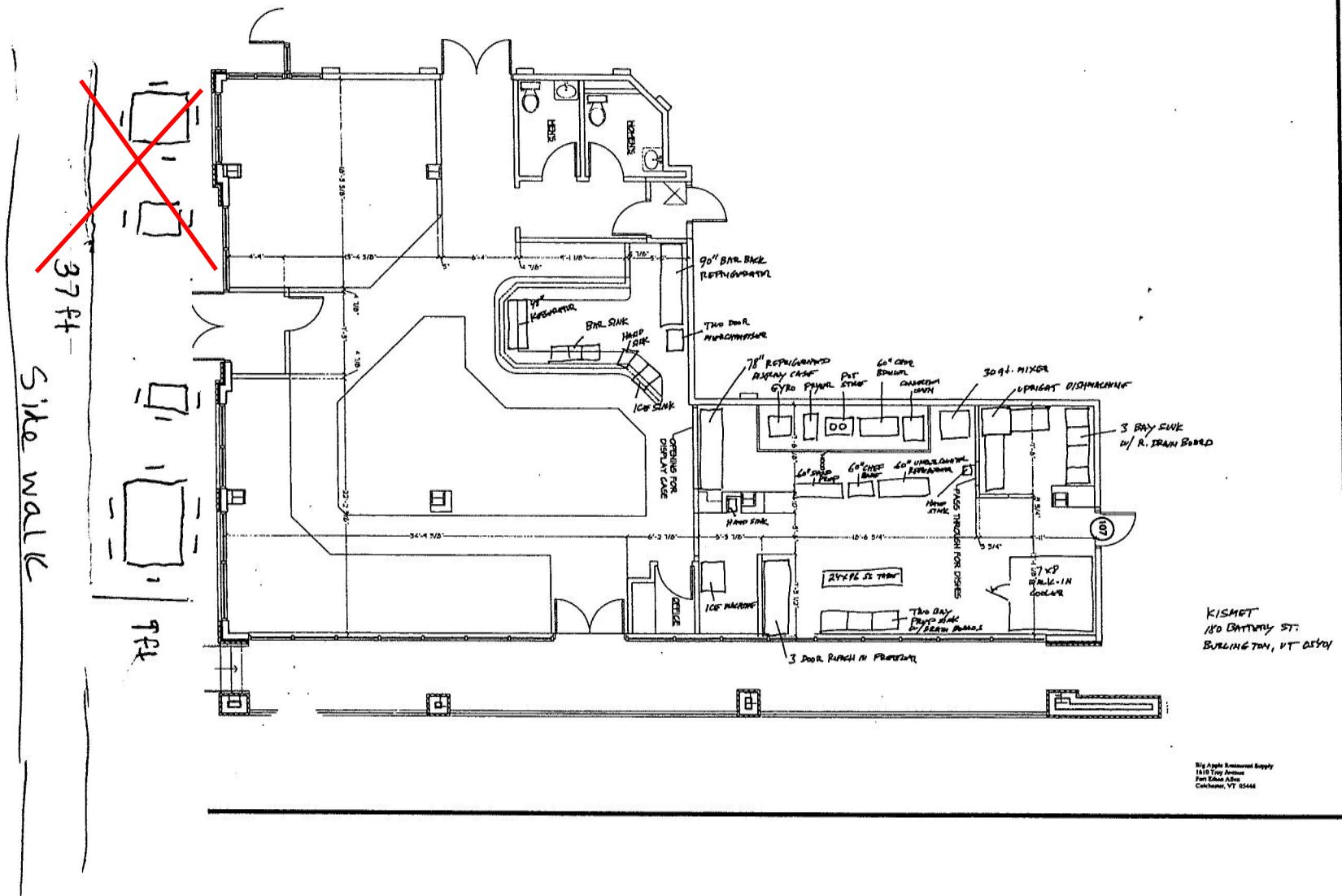
5. Describe the encumbrance, including square footage and location of items: _____

333 sq. ft. outdoor dining area on public sidewalk. Seating area located directly in front of business. 9' x 37' in total.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
 Signature: Caleb Manna Date: 6/26/24







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO BOX 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C, No. Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
INSURED KISMET RESTAURANT LLC 180 Battery St Ste 130 Burlington VT 05401		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082	

COVERAGES

CERTIFICATE NUMBER: 0237784599

REVISION NUMBER: 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			BKS67553672	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☒ LOC							\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS							\$
	☐ NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ N	N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			BKS67553672	04/01/2024	04/01/2025	Each Common Cause	\$1,000,000
							Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CITY OF BURLINGTON AS ADDITIONAL INSURED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Curtis Luken

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**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: July 10, 2024

CC: Laura Wheelock, P.E.; Division Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.

RE: 365 South Winooski Ave—Encumbrance Permit Application – Lewis Creek Builders

Request

The Applicant, Lewis Creek Builders, contracted by owner of the establishment located at 365 South Winooski Ave, is requesting approval for a roll-off container and work trailer to exist in the public right-of-way. The request, if approved, will formally permit a staging area for the container and trailer in the parking stall and greenbelt in front of the establishment, through a License Agreement with the City.

As stated in Burlington Code of Ordinance Chapter 27-32(a): *"No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council."*

Overview

Lewis Creek Builders submitted an encumbrance permit application to the Department of Public Works on May 30th, 2024, requesting to occupy 480 square feet of City right-of-way space on South Winooski Ave, in the parking stall and greenbelt of the public right-of-way to accommodate a residential remodel and addition project.

The proposed staging area consisting of the roll-off container and trailer will occupy the parking stall directly adjacent the establishment in front of the property. It is expected that construction related material will be periodically stored in the greenbelt while access to the driveway is restricted by work activities.

The staging area meets all the requirements to occupy the public right-of-way and will not impede the sidewalk or traveled lanes on South Winooski Ave. The parking stall on South Winooski Avenue is open to public use and not restricted by residential parking or time-limited restrictions.

The staging area will be used by the contractor during normal business hours. During times when the work is not occurring, the container and trailer will remain in place overnight on the street.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement. The container and trailer are expected to occupy the parking stall from July 2024 to February 2025. Items will be removed from the street if work is complete prior to the expected end date.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City.

Thank you for your consideration of this request. Please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

- A. Application
- B. DPW Recommendation Form
- C. Photographs/Site Plan
- D. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for Lewis Creek Company Inc. d/b/a Lewis Creek Builders for the address located at 365 South Winooski Ave, requesting use of the parking stall and greenbelt for a staging area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application for Lewis Creek Company Inc. d/b/a Lewis Creek Builders at 365 South Winooski Ave requesting use of the requesting use of the parking stall and greenbelt for a staging area and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Lewis Creek Builders
365 South Winooski Avenue, Burlington VT

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Lewis Creek Company, Inc., a Vermont corporation, d/b/a Lewis Creek Builders, a domestic profit corporation located at 14 Morse Drive, Essex Jct., Vermont 05452 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to 365 South Winooski Avenue. The Licensee has received approval to place a roll-off container and work trailer in the designated parking stall and to stage construction materials in the greenbelt area of the public right-of-way adjacent to the premises.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the parking stall and greenbelt directly in front of 365 South Winooski Avenue.
- E. “Property”** means the construction staging area that is the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee’s obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on February 22, 2025.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (C). Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other

obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

- i. **Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
- ii. **Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
- iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.
- iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the Premises, the sidewalk adjacent to the property, and any other City property damaged, destroyed, or otherwise affected by Licensee or its officers, employees, agents, customers/invitees, successors, or assigns, within seven (7) days of receiving written notice.
- v. **Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install a temporary construction staging area for a residential remodeling project located in the parking stall and greenbelt directly adjacent to 365 South Winooski Ave, totaling an area of 480 square feet for the term set forth above. Licensee may use and shall maintain the staging area existing in the City's right-of-way for the term set forth in §3.B of this Agreement. Licensee may use and maintain the staging area existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. LICENSE CONDITIONS

- A. **Maintenance.** Licensee shall maintain the staging area to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, repair, and replacement of staging area amenities and restoration of the public right-of-way.
- B. **Placement.** The featured staging location shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment C) and shall not impede the City's or any other private or public utilities' ability to maintain the road,

sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The staging area shall be removed from the public right of way when not in use by the contractor.

Notwithstanding anything to the contrary herein, it is Licensee's obligation to ensure the approved plan complies with applicable laws, including the Americans with Disabilities Act, all applicable regulations and design standards promulgated thereunder, and other applicable disability access laws. Any analysis done by the City regarding compliance of the plan with applicable laws is for the City's sole and exclusive benefit, and Licensee shall not rely thereon. If the plan fails to comply with applicable laws, including disability access laws, then it is Licensee's obligation to comply with the law and to request the City's ratification of any change from the plan shown in Attachment C as soon as reasonably possible. An amendment to the plan in Attachment C to comply with applicable law shall require the written approval of the Public Works Director or designee without a formal amendment to this Agreement.

- C. Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way.
- D. Emergency Access.** In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.
- E. Snow Removal** Licensee shall be responsible for snow removal around the staging area during winter months and or snow events.

6. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an Encumbrance Fee, as described in Attachment A.
- B. Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the encumbrance and license fee for the period beginning April 30, 2024 and ending April 30, 2025.

7. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.
- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured on a primary, non-contributory basis and waiving subrogation against the City. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with thirty (30) days' written notification of cancellation. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three (3) days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance

and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, penalties, fines, costs (including attorneys' fees and costs), and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, subcontractors, customers/invitees, successors, or assigns arising from or related to Licensee's use of the Premises or in connection with this Agreement or the privileges granted to it under this Agreement, excepting claims arising from the City's gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the privileges granted to Licensee under this Agreement.

10. PUBLIC RELATIONS

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §3C.i of this Agreement.

15. LIMITATION OF RIGHTS; PROPERTY TAXES

Licensee acknowledges that no title, estate, leasehold, easement, or other property interest or other right is created other than that specifically defined and limited by this Agreement. Any property tax liability arising from this Agreement under Vermont law, notwithstanding the foregoing, shall be the sole responsibility of Licensee.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, notwithstanding the passage of time. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the

Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, but it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed its drafter. In case of any dispute arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

21. ATTACHMENTS

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

- A. Attachment A:** Licensee's Application
- B. Attachment B:** Department of Public Works Encumbrance Recommendation Form
- C. Attachment C:** Photographs and Sketches of Encroachment
- D. Attachment D:** Certificate of Insurance

22. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

23. SIGNATURE PAGE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

The Parties hereto have executed this Agreement

LICENSEE
Lewis Creek Company Inc.

By: _____
Christopher Swasey
President

Date: _____

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____

Attachment A



City of Burlington, VT

June 26, 2024

REN-24-9

ROW Encumbrance
Permit

Status: Active
Submitted On: 5/30/2024

Primary Location

365 South Winooski Avenue
Burlington, VT 05401

Owner

VISKUP, ROBERT W.
365 SOUTH WINOOSKI AVE
BURLINGTON, VT 05401

Applicant

Lewis Creek Builders
 802-662-1630
 mgmt@lewiscreekbuilders.com
 14 Morse Drive
Essex Junction, Vermont 05452

REN-24-9

about:srcdoc

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

Dumpster and work trailer in designated parking stall for duration of residential remodel project.

Location of Encumbrance *

365 South Winooski Ave

The length of Long-Term Encumbrances (years) are negotiated on a case-by-case basis, and may be renewed at the request of the applicant.

Encumbrance Term (Years)

1

Encumbrance Start Date

06/04/2024

Encumbrance End Date

02/22/2025

Area Encumbered (Square Feet)

480

Company Information

Company Name

Lewis Creek Builders

DBA Name

Phone

5187911924

FAX

Street Address

14 Morse Dr

City, State Zip

Essex Jct VT 05452

Email 

layne@lewiscreekbuilders.com

REN-24-9

about:srcdoc



DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Lewis Creek Company Inc. DATE: 6/26/24
COMPANY NAME: Lewis Creek Builders PHONE: (518) 791-1924
CONTACT NAME: Layne EMAIL: layne@lewiscreekbuilders.com
MAILING ADDRESS: 14 Morse Dr., Essex Jct., VT 05452
LOCATION OF ENCUMBRANCE: 365 South Winooski Ave

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES []

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES ☒

NO []

3. Additional Comments: Sidewalk and traveled ways to remain clear

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES []

NO []

5. Describe the encumbrance, including square footage and location of items: Roll-off container and work trailer in parking stall.
Intermittent material storage in greenbelt. 480 sq. ft.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Caleb Manna Date: 6/26/24

Encumbrance Permit Plan:
Dumpster needed throughout demolition and rough framing
Estimated 13 weeks

Cones with signage installed before and after sidewalk at property and at driveway entrance to give pedestrian passway



- Pedestrian Flagging with signage
- Temporary material staging in greenway
- Proposed parking - Est 3 spaces, 30 yard dumpster and 1 work trailer
- Portalet and material storage - not in right of way



PROJECT LOCATION

tax map no.
049-4-141-000
Macson
Industries, LLC
v.1047 p.542
#360 South
Winooski
Avenue

049-4-142-000
Laurie A. Bishop

Iron Pipe Found
Galvanized
3/4" O.D.
0.5' B.G.
at Fence
Intersection

Woven
73.87'

tax map no.
049-4-069-000
Home, LLC
v.1186 p.277
#378 St. Paul
Street

Chain Link Fence

Rebar Found
1/2" O.D.
0.3' A.G.

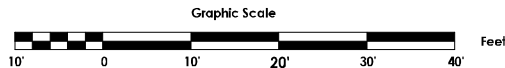
tax map no.
049-4-070-000
Timothy A. Grannis
and Susan E. Hurd
Revocable Trust
v.1313 p.674
map slide 322E
#384 St. Paul Street

Chain Link Fence

N02°20'56"W - 50.45' (51.70')

LEGEND

- REBAR (SET)
 - IRON PIPE (FOUND)
 - CONCRETE MONUMENT (FOUND)
 - CONCRETE MONUMENT (TO BE SET)
 - "T" SURVEY MARKER (FOUND)
 - REINFORCING BAR (FOUND)
 - △ STONE MONUMENT (FOUND)
 - CALCULATED POINT
 - UTILITY POLE
 - OVERHEAD UTILITY LINES
 - BARBED WIRE FENCE
 - STONE WALL
 - CURVE DATA TABLE REFERENCE
 - LINE DATA TABLE REFERENCE
 - DIMENSION FROM DEEDS OR PREVIOUSLY RECORDED SURVEYS
- CHP
- C1
L1
(51.70')



Information shown on this easement plat is a faithful portrayal of circumstances pertinent to the subject property. A calibration of field, para and pertinent record evidence was used in the analysis of boundary conclusions shown hereon. This property plat complies with the requirements of Vermont Statute Title 27, Section 1403, (A) through (E), to the best of my knowledge and belief.

Mark A. Day, L.S. #732

Dated



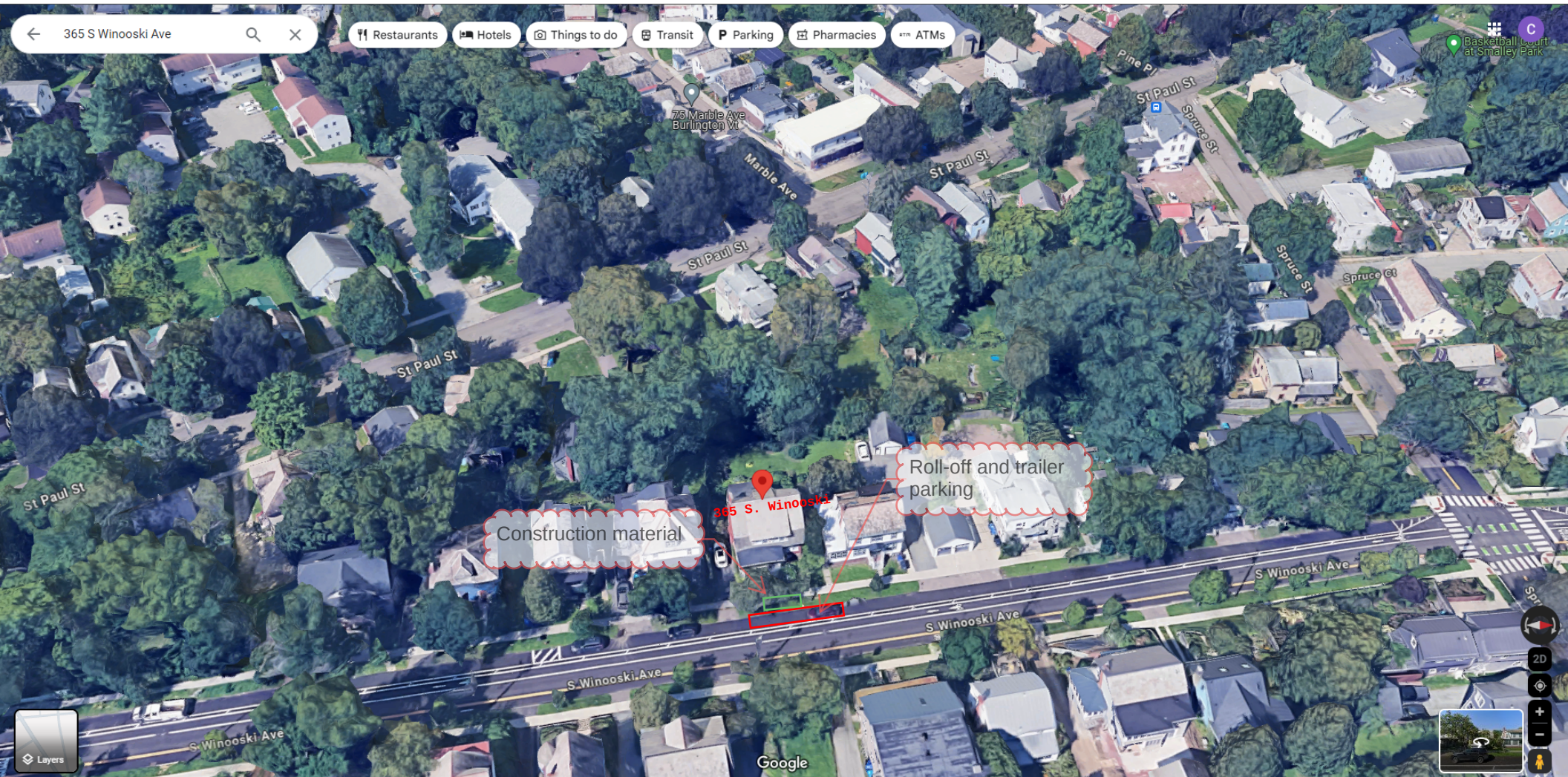
Boundary Survey & Easement Plat

Robert W. Viskup
 Tax Lot 049-4-177-000
 365 South Winooski Avenue
 Burlington, Vermont

TRUDELL CONSULTING ENGINEERS

Date:
Scale:
Project Number:
Drawn By:
Surveyed By:
Date of Survey:
Field Book:
Crd File:

Attachment C1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Polly Insurance Agency, LLC 2300 St George Rd Williston VT 05495		CONTACT NAME: Jerri Burns PHONE (A/C, No, Ext): (802)655-9000 E-MAIL ADDRESS: jburns@winooski.com FAX (A/C, No): (802)871-5609	
INSURED LEWIS CREEK COMPANY INC. 14 MORSE DR ESSEX JUNCTION VT 05452		INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Insurance Co. of Minnesota INSURER B: Acadia Insurance Company INSURER C: InterGuard INSURER D: INSURER E: INSURER F:	
		NAIC # 31003 31325	

COVERAGES

CERTIFICATE NUMBER: CL2372823896

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

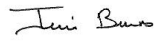
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ADV5294390-16	7/10/2023	7/10/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CAA5312158-16	7/10/2023	7/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						\$	
B	☒ UMBRELLA LIAB			CUA5305488-16	7/10/2023	7/10/2024	EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE	AGGREGATE \$				
	☐ DED ☐ RETENTION \$		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LEWC482038	7/10/2023	7/10/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	E.L. EACH ACCIDENT \$ 500,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Burlington is listed as an Additional Insured with regard to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Burlington Burlington Public Works Encumbrance Application Dept. 645 Pine Street Burlington, VT 05401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jerri Burns/JERRIB 

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Fee \$25.00

May 1, 2024 ---- April 30, 2025

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name The Switchback Beerworks, Inc.
2. D/B/A (Business Name) Switchback Brewing Co. 3. Bus. Phone (802) 651-4114
4. Business Address 160 Flynn Ave, Burlington, VT 05401
5. Mailing Address PO Box 4210, Burlington VT 05406
6. Contact person Amy Lieblein 7. Contact Phone (802) 651-4114
8. Email contact address AmyLieblein@gmail.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event Sat, July 27th, 2024
4. Proposed Hours for this Special Event 12-6 PM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Lawn on brewery Property - See attached figure.

For this Proposed location please answer the following questions:

- a) Occupancy Load 500 b) # of Restrooms 3 c) # of Egresses 2
d) Date of last Fire/Safety Check 4/29/24 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No
Switchback staff as security

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description Dog Days of Summer Fundraising Event
with Bellcate school. Outdoor Bar, foodtrucks,
vendors, Stage with bands / amplified music.
Family focused event. No more than 500
people at one time.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 7/21/2024

SIGNATURE OF APPLICANT Amy Lieblein

PRINT NAME: Amy Lieblein

RELATIONSHIP TO BUSINESS Employee

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of _____, the Burlington City Council License Committee recommended
 Approval _____ Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
 entertainment permit application.

