



City Council - License Committee

Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

<https://zoom.us/j/92994385650>

Or Telephone: +1 305 224 1968 US

Webinar ID: 929 9438 5650

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda as amended as follows: add to the consent agenda item 2.6. Communication: BPD, re: UVM Convocation, Sunday, August 25, 2024, 3 pm - 11 pm, Multiple - see additional information for exact road closure locations; add to the consent agenda item 2.7. Communication: BPD, re: Criterium Bike Race, Monday, September 2nd, 2024, 06:00 hrs - 17:00 hrs, Start at City Hall Park and finish at City Hall Park; add to the consent agenda item 2.8. Communication: BPD, re: Block Party, Friday, August 23, 2024, 5 pm - 10 pm, 8 Convent Square - 28 Convent Square; add to the agenda item 3.4. Special Event Outdoor Entertainment Permit Application (three days only): SEABA, Art Hop, South End Arts District

2. Consent Agenda

Subject	2.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall

Category	2. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	2.2. Communication: BPD, re: Block Party, Decatur Street, Saturday, July 27, 2024, 11:00 am - 4:00 pm
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	2.3. Communication: BPD, re: Block party for King Street Families, Thursday, July 11, 2024 (rain date of 7/18/24), King Street, 1:00 pm - 6:00 pm
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	2.4. Communication: BPD, re: UVM First Year Student Move-in Days, Wednesday, August 21 & Thursday, August 22, 2024, University Heights, 6:30 am - 5:00 pm
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file

Subject	2.5. Communication: BPD, re: BTV Market Street Closure, City Hall Park, Every Saturday, June 1 - September 28, 2024, 8:00 am - 4:00 pm
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	2.6. Communication: BPD, re: UVM Convocation, Sunday, August 25, 2024, 3 pm - 11 pm, Multiple - see additional information for exact road closure locations
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	2.7. Communication: BPD, re: Criterium Bike Race, Monday, September 2nd, 2024, 06:00 hrs - 17:00 hrs, Start at City Hall Park and finish at City Hall Park
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	2.8. Communication: BPD, re: Block Party, Friday, August 23, 2024, 5 pm - 10 pm, 8 Convent Square - 28 Convent Square
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Consent Agenda
Department	Police Department

Type Action (Consent)
Communication
Information

Recommended Action waive the reading, accept the communication and place it on file

3. Deliberative Agenda

Subject **3.1. Indoor Entertainment Permit Application (2024-2025): Tap House & Beer Garden, 160 Flynn Avenue, Suite 1**

Meeting August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2024-2025 Indoor Entertainment Permit Application for Tap House & Beer Garden with all standard conditions

Subject **3.2. Outdoor Entertainment Permit Application (2024-2025): Tap House & Beer Garden, 160 Flynn Avenue, Suite 1**

Meeting August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the 2024-2025 Outdoor Entertainment Permit Application for Tap House & Beer Garden with all standard conditions

Subject **3.3. 555 Shelburne Street - Gravel Wetland Encumbrance Permit Application South Meadow Upper Tier Condominium Association/Pomerleau Real Estate - DPW**

Meeting August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action to approve and recommend that the City Council approve the Encumbrance Application for South Meadow Upper Tier Condominium Association, and Antonio B. Pomerleau, LLC, for the address located at 555 Shelburne Street and 1074 Pine, requesting use of city owned property for a stormwater outfall pipe, 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	3.4. Special Event Outdoor Entertainment Permit Application (three days only): SEABA, Art Hop, South End Arts District
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the three day only special event outdoor entertainment permit application for SEABA, Art Hop, South End Arts District, September 6-8, 2024, various locations and times

4. Adjournment

Subject	4.1. Motion to adjourn
Meeting	August 7, 2024 - City Council License Committee Meeting - Wednesday, August 7, 2024, 5:45 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



PERMIT

Pursuant to City Ordinance 27-6

DATE: Saturday, July 27, 2024

TIME: 11:00AM to 4:00PM

LOCATION: Decatur Street, between N Winooski Ave and Intervale Ave.

EVENT: Block Party

COORDINATOR: Ben Rodgers 607-759-6999

PERMIT ISSUED BY POLICE DEPARTMENT: DATE: 07/19/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lieutenant Michael 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. Burlington Police Department does not provide barricades.
- 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: [Signature] DATE: 7/22/24 PHONE: 607-759-6999

ADDRESS: 30 Decatur St. Burlington

Copies to

- Operations Deputy Chief
- Roll Call Copy
- Posted Uniformed Services
- City Council
- City Attorney



PERMIT

Pursuant to City Ordinance 27-6

DATE OF EVENT: Thursday, July 11, 2024

*waived of
7/18/24*

TIME: 1:00PM - 6:00PM

LOCATION: King Street between Pine Street and Saint Paul Street.

EVENT: Block party for King Street Families

ORGANIZATION: King Street Center, 87 King Street

COORDINATOR: Frank Zavadi <frank@kingstreetcenter.org>

PERMIT ISSUED BY POLICE DEPARTMENT ON: 7/1/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Michael Henry # 321
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.
- 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.
- Post No-Parking signage at metered parking spaces before 2PM the night before the event. Send email to the following address: Postednoparking@burlingtonvt.gov. This message must include who posted, when posted, and streets posted.
- 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 FRANK ZAVADEL *Frank Zavadel* DATE 7.8.24 PHONE 802-999-8202
ADDRESS 87 King St Burlington, VT 05401



CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATES OF EVENT: Wednesday August 21 & Thursday August 22, 2024 / 6:30AM – 5:00PM

LOCATION: University Heights, southbound access from Main Street closed.

EVENT: UVM First Year Student Move-in Days

COORDINATOR/CONTACT INFO: Jason Lawson, UVM Deputy Chief, 802-656-3473

PERMIT ISSUED BY POLICE DEPARTMENT 7/4/2024

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

ADDITIONAL INFORMATION:

- Group shall open the street pursuant to a request from any Burlington Police Officer or Burlington Firefighter as it relates to a public safety response.
- Appropriate barricades will be in place and supervised at all times while in place, at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city and state ordinances.
- Any litter will be removed at the end of the event.
- Burlington Parking Department must be contacted regarding this planned street closure. Parking meters within street closure must be bagged and signs posted by 6:00PM the night before to be valid. Send email to: Postednoparking@burlingtonvt.gov – message must include who, when and where posted.

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 7/10/24 PHONE (802) 656-8444

ADDRESS 284 EAST AVE BURLINGTON, VT

Copies to:

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



CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Every Saturday, June 1 – September 28, 2024 TIME: 8:00AM – 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

DATE

PHONE

ADDRESS

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.



24 AUG 5 41 11 '20

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Sunday, August 25, 2024

TIME: 3PM – 11PM

LOCATIONS: Multiple – see additional information for exact road closure locations.

EVENT: UVM Convocation

COORDINATOR/CONTACT INFO: Jason Lawson, UVM Deputy Chief, 802-656-3473

PERMIT ISSUED BY **POLICE** DEPARTMENT 7/30/24

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

ADDITIONAL INFORMATION:

- Group is authorized to close the following roadways:
 - * University Place between Main Street and Colchester Avenue
 - * University Place Extension
 - * S. Prospect Street between Main Street and Colchester Avenue (6:30PM–9PM)
 - * College Street between S. Williams Street and South Prospect Street (6:30PM–9PM)
- Group shall open the street pursuant to a request from any Burlington Police Officer or Burlington Firefighter as it relates to a public safety response.
- Appropriate barricades will be in place and supervised at all times while in place, at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city and state ordinances.
- Any litter will be removed at the end of the event.
- Burlington Parking Department must be contacted regarding this planned street closure. Parking meters within street closure must be bagged and signs posted by 6:00PM the night before to be valid. Send email to: Postednoparking@burlingtonvt.gov – message must include who, when and where posted.

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] 555 DATE 8/5/24 PHONE (802) 363-5016

ADDRESS 284 EAST AVE BURLINGTON, VT 05401

Copies to:

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



PERMIT

Pursuant to City Ordinance 27-6

DATE of EVENT: Monday, September 2nd, 2024

TIME: 06:00hrs-17:00hrs

LOCATION: Start at City Hall Park on Saint Paul Street, north to Bank Street, west on Bank Street, south on Pine Street, west on College Street, south on S Champlain Street, east on King Street, north on Saint Paul Street and finish at City Hall Park.

EVENT: Criterium Bike Race

COORDINATOR: Tor Dworshak tor525@gmail.com 802.324,7282

ADDRESS: 50 Lakeside Ave, Suite 550, Burlington VT 05401

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 8/2/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321
Lt. Michael Henry 321

ADDITIONAL INFORMATION/CONDITIONS:

- Organization will provide proof of at least \$2,000,000.00 worth of liability coverage.
- Course will be posted for "No Parking" by 6:00 PM night before they are to be valid. Send email to Postednoparking@burlingtonvt.gov regarding who posted, when posted, and streets posted; provide local media and businesses reasonable notice on street closures and event.
- Organizers will provide highly visible barricades at South Winooski Avenue at Main Street and staff the barricades with volunteers in order to move them as needed.
- Organizers will provide highly visible barricades throughout the course which prevent unauthorized vehicles from entering the course.
- Course will remain confined within the loop of:
 - Main Street to Church Street
 - North on Church Street to College Street
 - West on College Street to St. Paul Street
 - North on St. Paul Street to Bank Street
 - West on Bank Street to Pine Street
 - South on Pine Street to Main Street
 - East on Main Street to Church Street
- Participants will comply with all local, State, and Federal laws.
- Any litter will be removed at the end of the event.
- All appropriate authorities/affected parties as outlined on checklist provided will be notified of the event.
- Officers are required for this event: Six (6) BPD Officers will be hired to work alongside volunteers to coordinate traffic efforts. One (1) BPD supervisor will be hired.
- Organization shall abide by all permits issued by the Church Street Marketplace/Parks Dept.

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 Torsten Dworshak DATE 8/5/24 PHONE (802)324-7282
ADDRESS 50 Lakeside Avenue Suite 550, Burlington VT 05401



PERMIT

Pursuant to City Ordinance 27-6

DATE OF EVENT: Friday, August 23, 2024

TIME: 5-10PM

LOCATION: 8 Convent Square – 28 Convent Square

EVENT: Block Party

COORDINATOR: Jory Hearst 802-236-1894

PERMIT ISSUED BY **POLICE** DEPARTMENT ON: July 29, 2024

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.
- 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.

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

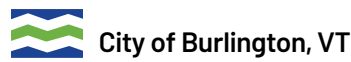
I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE Jory Hearst DATE 8/5/23 PHONE 802-236-1894

ADDRESS 9 Convent Sq. BVT

Copies to:

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



July 31, 2024

ELI-53 Entertainment License - Indoor Status: Active Submitted On: 7/23/2024	Primary Location 160 Flynn Avenue Burlington, VT 05401 Owner Gretchen M Langfeldt Flynn Avenue 160 Burlington, VT 05401	Applicant Gretchen Langfeldt 802-651-4114 gretchen@switchbackvt.com 160 Flynn Avenue Burlington, Vermont 05401
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Establishment Information

Establishment Name (DBA) * ? Tap House & Beer Garden	Establishment Street Address* 160 Flynn Avenue, Suite 1
Establishment City, State Zip* Burlington, VT, 05401	Establishment Phone* ? 8026514114
Establishment Owner (Legal Name) * ? Switchback Beerworks, Inc.	Legal Owner Mailing Street Address* 160 Flynn Avenue
Legal Owner Mailing City, State Zip* Burlington, VT, 05401	Contact Person Name* ? Gretchen Langfeldt
Contact Email Address* gretchen@switchbackvt.com	Contact Phone* ? 8026514114

Application Information

Occupant Load* 136	Number of Restrooms* 4
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Number of Egresses*

5

Date of Last Fire Safety Inspection*

06/26/2024

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music



Live Vocal Music



Jukebox / Boom Box / Ipad



Disc Jockey



Karaoke



Floor/Stage Show Entertainment



Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition



Readings



Stage Play / Pantomime



Comedian



Dance Performance

☐

Contests / Games / Amusements

☒

Movies

☒

Other ?

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday

☒

Friday

☒

Saturday

☒

Indoor Entertainment Hours

Sunday Start Time*

10:00 AM

Sunday End Time*

11:00 PM

Monday Start Time*

10:00 AM

Monday End Time*

11:00 PM

Tuesday Start Time*

10:00 AM

Tuesday End Time*

11:00 PM

Wednesday Start Time*

10:00 AM

Wednesday End Time*

11:00 PM

Thursday Start Time*

10:00 AM

Thursday End Time*

11:00 PM

Friday Start Time*

10:00 AM

Friday End Time*

11:00 PM

Saturday Start Time*

10:00 AM

Saturday End Time*

11:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

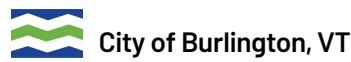
Digital Signature*

✓ Gretchen M Langfeldt
Jul 23, 2024

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

✓ Gretchen M Langfeldt
Jul 23, 2024



July 31, 2024

ELO-34

Entertainment License -
Outdoor

Status: Active
Submitted On: 7/23/2024

Primary Location

160 Flynn Avenue
Burlington, VT 05401

Owner

Gretchen M Langfeldt
Flynn Avenue 160 Burlington,
VT 05401

Applicant

 Gretchen Langfeldt
 802-651-4114
 gretchen@switchbackvt.com
 160 Flynn Avenue
Burlington, Vermont 05401

Establishment Information

Establishment Name (DBA) * 

Tap House & Beer Garden

Establishment Street Address*

160 Flynn Avenue

Establishment City, State Zip*

Burlington, VT, 05401

Establishment Phone* 

8026514114

Establishment Owner (Legal Name) * 

Switchback Beerworks, Inc.

Legal Owner Mailing Street Address*

160 Flynn Avenue

Legal Owner Mailing City, State Zip*

Burlington, VT, 05401

Contact Person Name* 

Gretchen Langfeldt

Contact Email Address*

gretchen@switchbackvt.com

Contact Phone* 

8026514114

Application Information

Amplified Music*

Yes

Dancing by Patrons*

Yes

Date of Last Fire Safety Inspection*

06/26/2024

Outdoor entertainment Types; Check all that Apply

Live Instrumental Music

☒

Live Vocal Music

☒

Jukebox / Boom Box / Ipod

☒

Disc Jockey

☒

Karaoke

☐

Floor / Stage Show Entertainment

☐

Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition

☐

Readings

☐

Stage Play / Pantomime

☐

Comedian

☐

Dance Performance

☐

Contests / Games / Amusements

☐

Movies

☐

Other ?

☐

Outdoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday

☒

Friday

☒

Saturday

☒

Outdoor Entertainment Hours

Sunday Start Time*

11:00 AM

Sunday End Time*

10:00 PM

Monday Start Time*

11:00 AM

Monday End Time*

10:00 PM

Tuesday Start Time*

11:00 AM

Tuesday End Time*

10:00 PM

Wednesday Start Time*

11:00 AM

Wednesday End Time*

10:00 PM

Thursday Start Time*

11:00 AM

Thursday End Time*

10:00 PM

Friday Start Time*

11:00 AM

Friday End Time*

10:00 PM

Saturday Start Time*

11:00 AM

Saturday End Time*

10:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I attest that I have read the standard permit conditions

Digital Signature*

✓ Gretchen M Langfeldt
Jul 23, 2024

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

✓ Gretchen M Langfeldt
Jul 23, 2024



**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, Associate Public Works Engineer, Department of Public Works

DATE: August 7, 2024

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

RE: 555 Shelburne Street – Gravel Wetland Encumbrance Permit Application
South Meadow Upper Tier Condominium Association/ Pomerleau Real Estate.

Request

The Applicant, South Meadow Upper Tier Condominium Association (represented by Champlain Housing Trust in the permit application) and Pomerleau Real Estate (Pomerleau), are requesting approval for a stormwater infrastructure system to partially exist in the city owned public right-of-way of the Champlain Parkway. The request, if approved, will formally permit the permanent installation of a stormwater outfall for the property located at 555 Shelburne Street and 1074 Pine Street, to meet State regulatory obligations under the 3-acre stormwater permit framework.

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

Champlain Housing Trust submitted an encumbrance permit application on behalf of the joint applicants to the Department of Public Works on July 12th, 2024, requesting to occupy 2810 square feet of City right-of-way space on the Champlain Parkway Southern Connector, south of the shared-use path connection to Shelburne Street.

As part of its approach towards reducing phosphorus pollution from stormwater runoff, in 2020 the VT Department of Environmental Conservation issued a new round of regulations to address properties with significant amount of impervious surface (3 acres or more) that do not have modern stormwater management. These properties are required to comply with Stormwater General Permit 3-9050, known as the 3-Acre Permit, which includes requirements to evaluate the feasibility of installing stormwater treatment at existing sites (retrofits) and to build such practices no later than 2029.

The two sites identified in Burlington involved the “South Meadow Apartments” owned by Champlain Housing Trust and the “Shelburne Road Shopping Plaza” property owned by Pomerleau Real Estate.

The majority of the gravel wetland system will be located within the two properties, with an outfall pipe crossing the shared-use of the Champlain Parkway by Ramp “D” adjacent to 555 Shelburne Street that will discharge into Potash Brook on city owned right-of-way.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement. The gravel wetland is expected to remain in use indefinitely. The agreement and encumbrance permit will be annually renewable upon end of term date.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City. Installation of infrastructure is in coordination with Champlain Parkway final construction contract.

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 South Meadow Upper Tier Condominium Association, and Antonio B. Pomerleau, LLC, for the address located at 555 Shelburne Street and 1074 Pine, requesting use of city owned property for a stormwater outfall pipe, 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 South Meadow Upper Tier Condominium Association, and Antonio B. Pomerleau, LLC at 555 Shelburne St and 1074 Pine Street, requesting use of city owned property for a stormwater outfall pipe, 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

South Meadow Upper Tier Condominium Association

Antonio B. Pomerleau LLC

1074 Pine Street/555 Shelburne 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 South Meadow Apartments Limited Partnership, d/b/a South Meadow Upper Tier Condominium Association, a Vermont limited partnership with a mailing address of 88 King Street, Burlington, VT Vermont 05401 and Earnest A. Pomerleau and Brian Waxler, individuals d/b/a Pomerleau Real Estate (“Pomerleau”) with a mailing address of 69 College St., Burlington, VT 05401 (collectively with South Meadow, “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 555 Shelburne Street and 1074 Pine Street. The Licensee has received approval to install stormwater infrastructure within the area of the public right-of-way for the Champlain Parkway adjacent to the premises.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.
- E. Joint & Several Obligations.** The obligations of South Meadow and Pomerleau hereunder are joint and several obligations of each of them.

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 lands directly adjacent of Ramp “D” and the shared-use path of the Champlain Parkway.
- E. “Property”** means the stormwater infrastructure 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 30, 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 Premises.

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. Unless the breach poses an imminent health or safety concern or is both material and incapable of cure, the City shall provide a reasonable opportunity to cure of not less than thirty (30) days following written notice of the breach.

iv. 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 stormwater infrastructure outfall for the properties located at 555 Shelburne Street and 1074 Pine Street directly adjacent to the Ramp "D" and the shared-use path of the Champlain Parkway, totaling an area of 2810 square feet for the term set forth above. Licensee may use and shall maintain the stormwater infrastructure 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 outfall 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 stormwater infrastructure 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 Stormwater infrastructure amenities and restoration of the public right-of-way. Upon termination of this Agreement or abandonment of Licensee's infrastructure, the infrastructure shall be

removed from the Premises, which shall be restored to the extent reasonably practicable to their condition prior to removal of the infrastructure. Licensee shall likewise restore the Premises whenever damaged due to Licensee's activities hereunder, including because of any condition of Licensee's property. Such restoration shall be completed within seven (7) days from the date this Agreement is terminated, Licensee's infrastructure is abandoned, or Licensee knows or should know of damage to the Premises requiring restoration; provided that if such restoration cannot occur within seven (7) days in the exercise of reasonable diligence, Licensee shall commence restoration activities within seven (7) days and shall complete restoration activities as soon as reasonably practicable thereafter.

- 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 stormwater infrastructure 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 stormwater infrastructure 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 state and federal stormwater management laws and 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, 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 stormwater infrastructure to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated therewith.

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, \$2,000,000 aggregate. Coverage for medical payments in the minimum amount of \$5,000 and damage to

rented premises in the minimum amount of \$250,000 shall also be provided. Pollution coverage shall be included or provided in an amount not less than \$1,000,000 per occurrence. Licensee shall also maintain automobile liability with a combined single limit of \$1,000,000 for all owned, non-owned, and hired vehicles; worker's compensation insurance in the minimum amount of: (1) \$500,000 per accident, and (2) \$500,000 per bodily injury from disease with a \$500,000 aggregate limit; and umbrella coverage excess of all the foregoing policies in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate. Each such policy of insurance (except worker's compensation/employer's liability) shall be endorsed to name the City and its officers, employees, and agents as additional insureds on a primary, non-contributory basis, and each such policy shall be endorsed to waive subrogation against the City.

- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsements as described above on forms reasonably acceptable to the City. 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 than 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

South Meadow Apartments Limited Partnership, d/b/a
South Meadow Upper Tier Condominium Association

By:

BCLT RENTAL DEVELOPMENT, INC , General Partner
By Champlain Housing Trust, Inc., Director

By: _____
Bob Robbins, President

By: _____
Ernest A. Pomerleau

By: _____
Brian Waxler

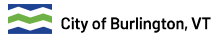
Date: _____

CITY OF BURLINGTON Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____

Attachment A



July 15, 2024

REN-24-11

ROW Encumbrance

Permit

Status: Active

Submitted On: 7/11/2024

Primary Location1074 Pine Street
Burlington, VT 05401**Owner**SOUTH MEADOW APARTMENTS
LP
C/O CHAMPLAIN HOUSING
TRUST 88 KING ST Burlington,
VT 05401**Applicant** Donal Dugan
 802-399-9335
 ddugan@getahome.org
 88 King St
Burlington, VT 05401

Right-of-Way Encumbrance Application**Type of Encumbrance Requested***Long-Term Encumbrance (More than 60
Days)**Encumbrance Description* **P3 Stormwater outfall at Potash brook for Pomerleau/South Meadow/City of
Burlington gravel wetland**Location of Encumbrance * **Adjacent to Champlain Bike Way
multiuse path, SE corner of South
Meadow parcel

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

08/01/2024

Encumbrance End Date	Area Encumbered (Square Feet)
04/30/2025	2810

Company Information

Company Name	DBA Name
Pomerleau Real Estate, South Meadow Apts LP	Champlain Housing Trust

Phone	FAX
8025781480	

Street Address	City, State Zip
88 King St	Burlington

Email 

kmerrimanshapiro@getahome.org

Instructions

Attachement B



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: Champlain Housing Trust/Pomerleau DATE: 6/26/24
COMPANY NAME: _____ PHONE: (518) 791-1924
CONTACT NAME: Kirsten Merriman-Shapiro EMAIL: kmerrimanshapiro@getahome.org
MAILING ADDRESS: 88 King St., Burlington, VT 05401
LOCATION OF ENCUMBRANCE: 555 Shelburne St/1074 Pine St

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:
Shared-use path and traveled ways to remain clear

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

YES []

NO []

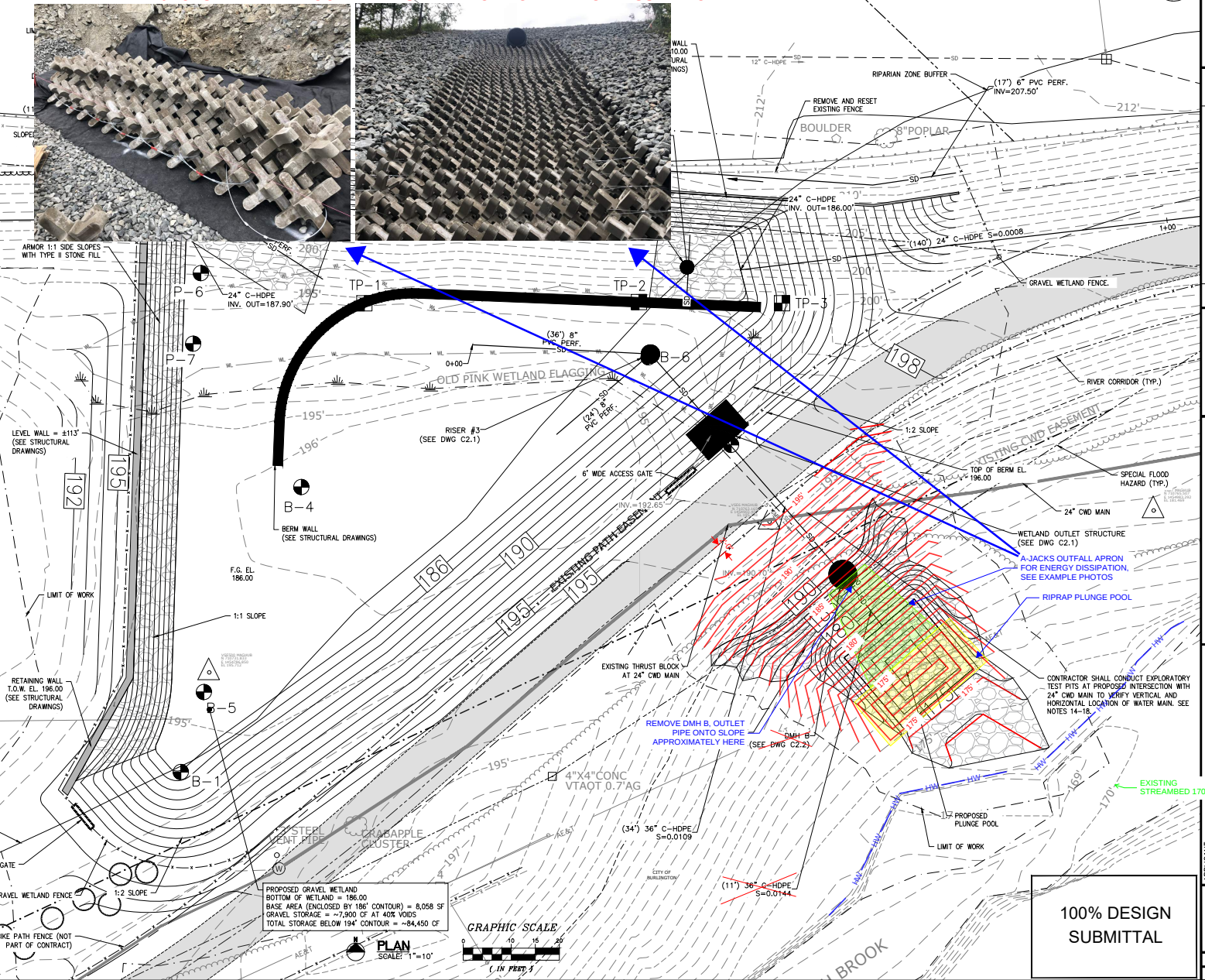
5. Describe the encumbrance, including square footage and location of items:
Stormwater outfall out pipe for treated stormwater discharge into Potash Brook. 2,810 sq. ft.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
Signature: Caleb Manna Date: 7/15/24

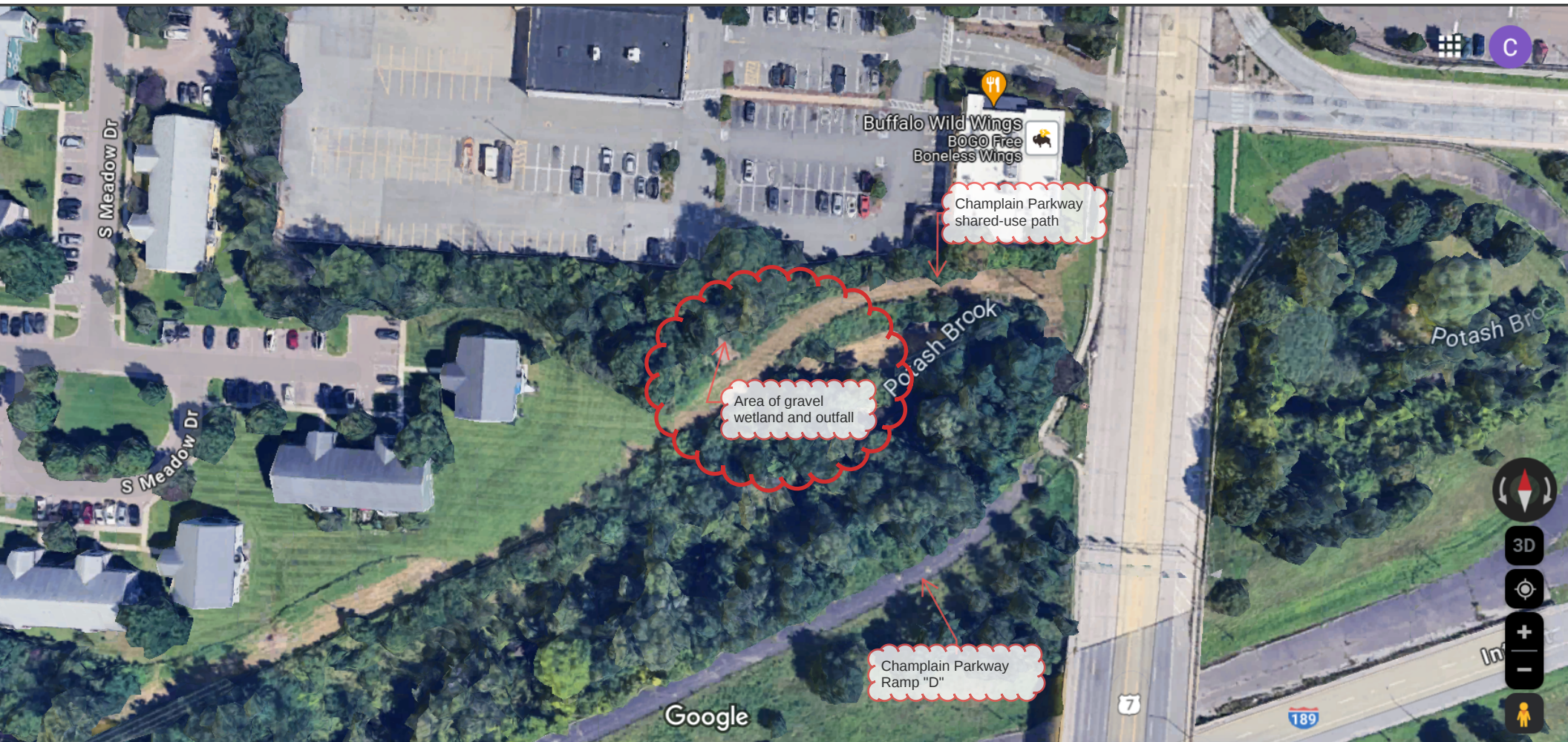
GENERAL NOTES:

- EXISTING SURFACE FEATURES AND INFORMATION SHOWN ON THESE PLANS WERE OBTAINED FROM FIELD SURVEY. REFER TO DRAWING G-0.1 FOR SURVEY DATA REFERENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL EXISTING CONDITIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND SUPPORT OF ALL EXISTING UTILITIES LOCATED WITHIN THE LIMITS OF WORK, INCLUDING UTILITY POLES.
- THE LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES INVOLVED AND VERIFY IN THE FIELD THE EXACT LOCATION OF MAINS AND SERVICES TO PREVENT DAMAGE. LOSS OF SERVICE DURING CONSTRUCTION, AND FOR REPLACEMENT OF SERVICES. THE CONTRACTOR SHALL NOTIFY "DIG SAFE" PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION AND LOCATION OF ALL UTILITIES PRIOR TO THE START OF WORK. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICT BETWEEN THE PROPOSED WORK AND AN EXISTING UTILITY SUCH AS WATER, SEWER, GAS, ELECTRICAL OR TELECOMMUNICATIONS. CONTRACTOR SHALL RELOCATE CONFLICTING UTILITIES AS NEEDED. THERE SHALL BE NO SEPARATE PAYMENT.
- CONTRACTOR SHALL REMOVE ALL TREES, BRUSH, AND STUMPS WITHIN THE LIMITS OF CLEARING. PAYMENT FOR CLEARING AND GRUBBING SHALL BE UNDER PAY ITEM 201.10.
- CONTRACTOR SHALL CONFINED CONSTRUCTION ACTIVITIES TO AREAS OWNED BY THE PROPERTY OWNER(S) AND AS SHOWN ON THE DRAWINGS.
- CONTRACTOR SHALL SECURE WORK AREA WITH FENCING. PAID AS ITEM 653.50 BARRIER FENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL.
- WHERE ADJACENT GROUND OUTSIDE OF THE LIMITS OF WORK IS DISTURBED OR DAMAGED DUE TO CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL RESTORE TO ORIGINAL STATE, INCLUDING, BUT NOT LIMITED TO SIDEWALKS, PAVEMENT, GRASS AND LANDSCAPING, AT NO ADDITIONAL COST TO THE OWNER.
- ALL SLOPES 1:2 OR GREATER SHALL BE ARMORED WITH 18" OF 9" STONE RIP-RAP FILL (PAID AS ITEM 900.608 SPECIAL PROVISION (9" STONE)) OVER GEOTEXTILE UNDER STONE FILL (ITEM 649.31)
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DIVERSION OF STORMWATER FLOWS AND BYPASSING EXISTING POND DURING CONSTRUCTION UNTIL NEW GRAVEL WETLAND IS COMPLETE AND READY TO ACCEPT FLOW. (SUBSIDIARY)
- SEE SPECIAL PROVISION SPECIFICATION 900.645 (GRAVEL WETLAND FACILITY) FOR GRAVEL WETLAND PLANTS, SOIL AND MATERIAL REQUIREMENTS.
- SEE DRAWING NO. C-2.1 FOR POND GRAVEL WETLAND DETAILS.
- CONTRACTOR SHALL REMOVE AND RESET EXISTING PLAYGROUND EQUIPMENT AND FENCE, AS NECESSARY FOR CONSTRUCTION OF WORK. REMOVAL AND RESETTING OF FENCE SHALL BE PAID FOR AS ITEM 620.50.
- CONTRACTOR TO COORDINATE ALL WORK AS REQUIRED TO MAINTAIN THE EXISTING CHAMPLAIN WATER DISTRICT (CWD) WATER MAIN, WITH CWD.
- CONTRACTOR SHALL SUBMIT A SEQUENCE OF OPERATIONS AND DETAILS ON MEANS AND METHOD FOR REVIEW AND APPROVAL BY CWD, OUTLINING HOW THE EXISTING CWD WATER MAIN WILL BE PROTECTED FROM DAMAGE. DAMAGE MAY INCLUDE BUT IS NOT LIMITED TO UNDERMINING AND SETTLEMENT. SUBMISSION SHALL BE REVIEWED AND APPROVED BY CWD.
- CONTRACTOR SHALL SUBMIT THE PROPOSED METHOD OF EARTH SUPPORT TO CWD FOR APPROVAL.
- SHOULD ROCK REMOVAL BE REQUIRED WITHIN 10 FEET OF THE CWD MAIN, METHODS FOR ROCK REMOVAL INCLUDING VIBRATION MONITORING AND VIBRATION LIMITS, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY CWD.
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10' UNDISTURBED SOIL BEHIND THE EXISTING THRUST BLOCK AT THE 45-DEGREE BEND. THE THRUST BLOCK IS INTENDED TO USE UNDISTURBED, NATIVE SOIL IN THE THRUST RESTRAINT.

A-JACKS**OUTFALL INSTALLATION FOR ENERGY DISSIPATION**

	100% DESIGN SUBMITTAL	C1.3	PROJECT NO. 120006 SHEET 6 OF 16	PROJECT POMERLEAU / CUT 3-ACRE STORMWATER MANAGEMENT PROJECT IN SOUTH MEADOW DRIVE BURLINGTON, VT 05401	APPLICANT POMERLEAU AND CHITTENDEN HOUSING TRUST	DATE JANUARY 5, 2024	DESIGNED BY AFS	DRAWN BY TGB	CHECKED BY KOW	REVISION DESCRIPTION	DATE

Attachment C2





CERTIFICATE OF LIABILITY INSURANCE

POMEPRO-01

CREED1

DATE (MM/DD/YYYY)

7/15/2024

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 Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	CONTACT NAME: Connie Reed	
	PHONE (A/C, No, Ext): (802) 383-1619	FAX (A/C, No):
	E-MAIL ADDRESS: coreed@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Pomerleau Properties Inc. P. O. Box 6 Burlington, VT 05402	INSURER A : The Charter Oak Fire Insurance Company	25615
	INSURER B : The Travelers Indemnity Company	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Wesco Insurance Company	25011
	INSURER E :	
	INSURER F :	

Attachment D

COVERAGES

CERTIFICATE NUMBER:

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	X		Y-630-5G897583-COF-24	1/1/2024	1/1/2025	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			BA-0P09051A-24-14-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR			CUP-5K596981-24-14	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 15,000,000
	DED ☒ RETENTION \$ 10,000						\$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☒ N/A		WWC3689435	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RE: Burlington Shopping Center, 555 Shelburne Rd., Burlington, VT - Encumbrance Permit

Additional Insured status for City of Burlington on the general liability policy per terms and conditions of attached form CG D2 69 04 16

CERTIFICATE HOLDER

City of Burlington
Burlington Public Works
Encumbrance App Dept
645 Pine Street
Burlington, VT 05401

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



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__South End Arts + Business Association____
2. D/B/A (Business Name)__SEABA_____ 3. Bus. Phone: 802-578-2512
4. Business Address: 28 Howard Street, Suite 303, Burlington, VT 05401
5. Mailing Address: 28 Howard Street, Suite 303, Burlington, VT 05401
6. Contact person _Christy Mitchell_ 7. Contact Phone _802-578-2512 (cell)
8. Email contact address __director@seaba.com_____

PART II
OPERATION

1. Do you currently have a Liquor License? No X
2. Do you currently have an Entertainment Permit/Special Event Permit? No X
3. Proposed Date(s) for this Special Event __September 6, 7, & 8, 2024_____.
4. Proposed Hours for this Special Event: Fri Sept 6, 5-10pm, Sat Sept 7, 10am-10pm, Sun Sept 8, 11am-4pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

Art Hop takes place throughout the South End Arts District of Burlington, from The Soda Plant at 266 Pine Street, down Pine at various locations, to down Flynn Avenue, and on certain side streets off Pine. The street will be closed with flaggers on Pine Street from Kilburn to Howard (both those streets are open to vehicles) only on Friday, Sept 6 from 5-10pm. All other times will have no events on streets or sidewalks, though we will have security and crossing guards to assist with the increased walking traffic.

For this Proposed location please answer the following questions:

a) Occupancy Load: outdoors b) # of Restrooms: all major buildings, restaurants, breweries, art galleries, and businesses will have their bathrooms open c) # of Egresses: outdoors

d) Date of last Fire/Safety Check: outdoor event, we do hire fire, emt, and police to patrol e) Dancing by Patrons? No

f) Amplified Music? No g) Will additional staff and/or security be required? Yes we have hired Chocolate Thunder security for patrolling high density areas throughout the event

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

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

Description: __The South End Art Hop is now in its 32nd year, taking place in the South End Arts District of Burlington, VT. This time honored and well loved event brings a sense of community, a chance for visitors to support artists and businesses, and has a positive economic impact to our small business owners and creative sector. This is a family friendly event where the public is encouraged to walk, park their bike, or take our shuttle to various buildings to view art and activities. They may enjoy a portion of Pine Street free of cars on Friday night from 5-10pm, visit an artist market and a 'Kids Hop' at the Farmers Market on Saturday, and have a relaxing day of supporting the arts on Sunday. SEABA employs flaggers for the street closure, security for the weekend, crossing guards on Saturday during the busy Farmer's Market, and a shuttle for transportation to encourage visitors to park off site at designated areas. We distribute trash, compost, and recycling bins throughout the busiest locations and near food trucks that are placed in lots between popular stops. There is no longer a large outdoor tented fashion show, (that now takes place in the Spring off site). We also do not have SEABA planned amplified music or alcohol. The goal is to encourage fun community engagement for all ages with curated artwork on view in historic buildings throughout the South End and a program filled with activities hosted by businesses in the area. We are looking forward to another safe and successful event! Thanks for your continued support and consideration.

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: _July 31, 2024_

SIGNATURE OF APPLICANT



PRINT NAME: __Christy Mitchell__

RELATIONSHIP TO BUSINESS _Executive Director__

Fee \$25.00

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.

