



City Council - License Committee

Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/91606862874>

Phone one-tap:

+13052241968,,91606862874# US

Join via audio:

+1 305 224 1968 US

Webinar ID: 916 0686 2874

International numbers available: <https://zoom.us/u/adKdjz8gTZ>

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Consent Agenda

Subject	2.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
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: HOPE Works: March - Take Back the Night, April 29, 2025, 5 pm - 8 pm, UVM Royal Theater to City Hall
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
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: COTS Walk, May 4, 2025, 1 pm - 5 pm, start and end at Battery Park
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
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: National MS Society Walk, May 10, 2025, 9 am - 1 pm, 3-mile walk begins and ends at Rice Memorial High School
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
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: NAMI (National Alliance on Mental Illness) Vermont Walk, May 17, 2025, 12 pm - 3 pm, start and end at Church Street
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor

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. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
Category	2. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Renewals as listed
Subject	2.7. Communication: BPD, re: Vermont City Marathon, May 25, 2025, 7 am - 4 pm
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
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. 141 Maple Street - Landing area for front door and ADA accessible ramp - Pathways Vermont - DPW
Meeting	February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor
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 Pathways Vermont at 141 Maple Street requesting use of the City Right of way for a ADA Accessible ramp and front door landing area 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 **3.2. Special Event Indoor and Outdoor Entertainment Permit Application (one day only): Bern Gallery, 135 Main Street, Suite 101**

Meeting February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor

Category 3. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the one day only indoor and outdoor special event entertainment permit application for Bern Gallery, 135 Main Street, Suite 101, Friday, February 14, 2025, 12 pm - 5 pm, DJ (inside) and one small speaker (outside)

4. Adjournment

Subject **4.1. Motion to adjourn**

Meeting February 4, 2025 - License Committee Meeting - Tuesday, February 4, 2025, 6:10 PM, Bushor Conference Room 1st Floor

Category 4. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn



PERMIT

Pursuant to City Ordinance 27-6

DATE OF EVENT: April 29, 2025

TIME: 5:00 – 8:00PM

LOCATION: Route: UVM Royal Tyler Courtyard to University Pl. to South Prospect Street, to Main Street, following Main Street to City Hall.

ORGANIZATION/EVENT: HOPE Works: March – Take Back the Night

COORDINATOR: Ava Warren ava@hopeworksvt.org

PERMIT ISSUED BY POLICE DEPARTMENT 12/17/2024

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

ADDITIONAL INFORMATION/CONDITIONS:

- Group is to **remain on the sidewalk** and out of the roadway, streets, and parking areas adjacent to the site.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- No Amplified sound. Noise ordinance will apply.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- 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.
- Escort officers are required for this event: None, **IF** volunteers are confirmed.
- Other: Volunteers will monitor the participants involved in the walk. Volunteers will assist the participants in roadway crossings. Volunteers will wear reflective traffic vests. 50 participants are expected. Volunteers will sweep the route for remaining participants at the conclusion of the event.
- Church Street Marketplace permit 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 Ava Warren DATE 12/18/24 PHONE (716) 799-5852

ADDRESS P.O. Box 92, Burlington VT, 05402



PERMIT

Pursuant to City Ordinance 27-6

DATE of EVENT: May 4, 2025

TIME: 1:00-5:00 PM

LOCATION: Start at Battery Park, east on Pearl Street, South on Church Street to King Street, East to S. Union, North to Main Street, East to S. Willard, North to Buell Street, West to S. Winooski, North to North Street, West to Intervale Ave, North to Spring, West to Elmwood Ave, South to North Street, West to N. Champlain St, West onto Sherman St. and return to Battery Park. For those participating in the "short walk", they'll go North on S. Winooski Ave, West on Pearl Street and return directly to Battery Park.

EVENT: COTS Walk

COORDINATORS: Romy Theisen <Romvt@cotsonline.org>

PERMIT ISSUED BY **POLICE DEPARTMENT**. DATE 12/17/2024

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

ADDITIONAL INFORMATION/CONDITIONS

- Group expects approximately 1,500 people to participate.
- Announcement to be made to the entire group in advance of movement, detailing the route.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Group will use volunteers to assist participants getting into and out of the event.
- Participants will comply with all local, State, and Federal laws.
- Participants will arrange the availability of rest stops & will sweep the route for remaining participants at the end of the event and be responsible for clean up after the event.
- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- No alcohol shall be dispensed or consumed on public property.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- Escort officers are required for this event: Two Burlington Police Officers to be hired. One will remain with the employees collecting donations to provide deposit escort as needed. Second officer to assist participants crossing Battery to Pearl Street then provide assistance as needed to the 10 staff and 80 volunteers assisting participants crossing traffic lanes.
- Other: Group will notify, obtain and abide by all necessary permits/permission from Parks Department and Church Street Marketplace.

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 Romy Theisen DATE 12/17/24 PHONE 802 343 6903

ADDRESS 95 North Avenue, Burlington VT, 05401



24 DEC 15 10:28

CITY OF BURLINGTON, VT
PERMIT
Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, May 10, 2025

TIME: 9:00AM – 1:00PM

LOCATION: 3-Mile walk begins and ends at Rice Memorial High School in South Burlington. See attached course map for detailed route.

EVENT: Walk

COORDINATOR/CONTACT INFO: Latrice Smith <latrice.smith@nmss.org>

PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE: December 17, 2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Michael Henry #521
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- The organizer will provide 30 volunteers to assist with the event.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise must comply with city ordinances.
- Any litter will be removed at the end of the event.
- Group will hire 1 (one) escort Police Officer.

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 Boland DATE 12/19/24 PHONE (781) 693-5146

ADDRESS 465 Waverley Oaks Road, Suite 202, Waltham, MA 02452

Copies to:

- | | |
|--|--|
| <input type="checkbox"/> Operations Deputy Chief | <input type="checkbox"/> City Clerk |
| <input type="checkbox"/> Roll Call Copy | <input type="checkbox"/> Park's Department |
| <input type="checkbox"/> Posted Uniformed Services | <input type="checkbox"/> DPW |
| <input type="checkbox"/> City Council | <input type="checkbox"/> Fire Department |
| <input type="checkbox"/> City Attorney | |

**Burlington Police Department
Request for Special Events Permit**

1. Name of Applicant/Organization: National MS Society/Latrice Smith
Address of Applicant: 465 Waverley Oaks Road, Suite 202, Waltham, MA 02452
Applicant Telephone Number: Home: (781) 693-5146 Email: latrice.smith@nmss.org
2. Date and time event will begin? Saturday, May 10th, 2025 - 9:00 a.m.
3. Date and time event will end? Saturday, May 10th, 2025 - 1:00 p.m.
4. Exact location of event (name of street, road, route and property owner):
Start/Finish is at Rice Memeorial High School in South Burlington with the majority of the 3-mile walk through Burlington - see attached route.
5. Number of staff on site? 3 Number trained by Department of Liquor Control? N/A
6. Has the registered property owner or governmental agency, which controls the property, granted permission to hold an event on the property? **Yes** or **No** (A copy of said written approval must be attached to this application)
7. How many people are expected to attend? 150 What is the price of admission? No Fee
Number of entertainers who will participate? There will be a DJ at the start/finish for music and announcements.
8. What is the general nature or purpose of the event? Walk MS: Vermont is an annual 3-mile charity walk to raise awareness and funds to advance research and local programming for those living with multiple sclerosis.
9. How will the event be advertised? Newspapers, periodicals, radio, flyers, television or handbills? (List names of media, dates the advertisement will appear and attach maps or other schematic of the proposed advertisement, if available.) Online and Social Media
10. What arrangements have been made for emergency medical and/or fire service (if applicable)? Any special event or festival with an attendance of one thousand (1,000) persons or more shall be required to provide Burlington fire/EMS personnel specially and exclusively assigned to the event.
Medical volunteers or hired medical personnel will be at the start/finish.
11. What arrangements have been made for food, water and toilet facilities (if applicable)? Bottled water and portable restrooms will be at the water stop(s) in Burlington. Pre-packaged breakfast and snack items and bottles of water and the bathrooms inside Rice Memeorial will be available at the Start/Finish in South Burlington.
12. What arrangements have been made to assure that litter, incidental to the event, will be cleaned up and disposed of? Volunteers and staff will remove all trash post event. We provide trash receptacles at the water stops as well.
13. Are there any bus stops within the boundaries of the road closure? All participants are instructed to stay on sidewalks and to follow the pedestrian rules of the road – we do not ask for road closures, and this is not a race.

14. If law enforcement officials will be hired for your event, please list-billing information.

Name: Latrice Smith

Address: PO Box 289, Canton, MA 02021

Telephone: (781) 693-5146

REMARKS: (Include on the back of this form any information you believe will be of assistance in evaluating this application – such as, have you conducted a similar event before, have other assemblies been conducted at the location where you plan to hold an event, what type of crowd do you anticipate attracting, has there been a history of problems. etc)

Samantha Boland

11/12/24

Signature of Applicant (or Authorized Agent)

Date

Note: Please mail, scan/email or drop off this completed and signed application to:

Sarah Trieb
Burlington Police Department
1 North Avenue
Burlington, Vermont 05401
802-540-2246
strieb@bpdvt.org

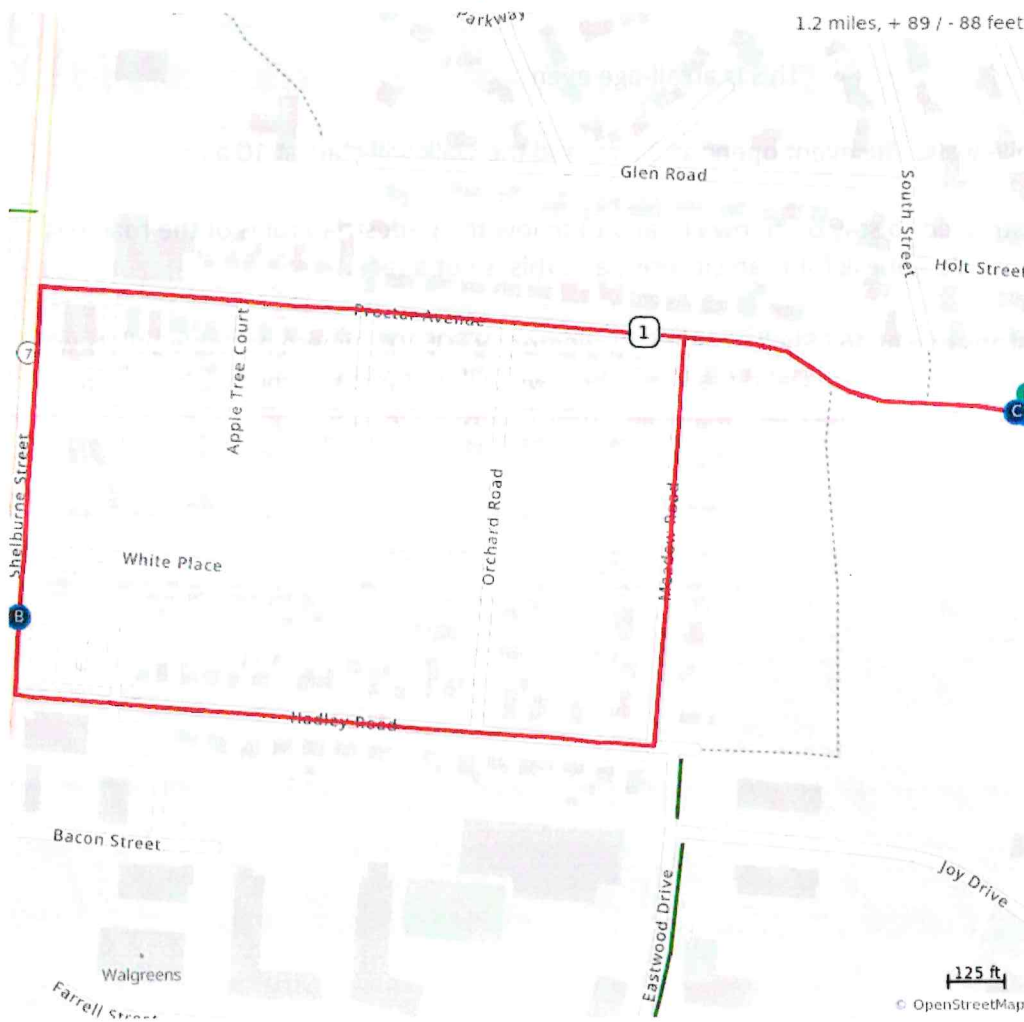


**National
Multiple Sclerosis
Society**

Additional Details for Walk MS: Vermont

- This is an all-age event.
- It is a 3-mile walk. The event opens at 9 a.m. and the walk will start at 10 a.m.
- All participants are instructed to stay on sidewalks and to follow the pedestrian rules of the road – we do not ask for road closures, and this is not a race.
- We have two water stops one at 462 Shelburne Rd, Burlington, VT 05401, where portable toilets will be dropped and the Upper Pavilion in Oakridge Park which we will rent and use the bathrooms in.
 - Included is the route map with turn-by-turn directions.

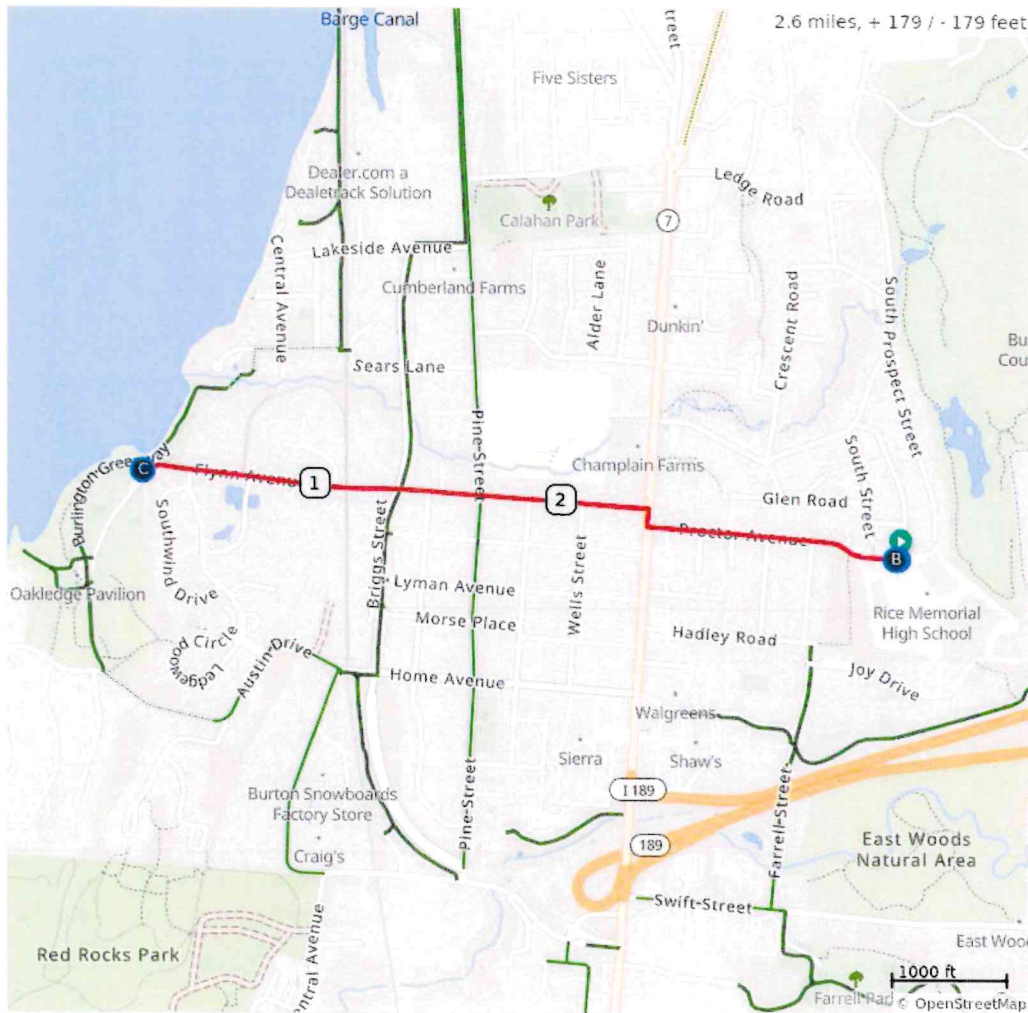
Walk MS: Vermont - 1mi Option



1.2 miles, + 89 / - 88 feet

- A. Start - Rice Memorial High School
- B. Hydration Station
- C. Finish - Rice Memorial High School

Walk MS: Vermont 3mi Route



- A. Start - Rice Memorial High School
- B. Finish - Rice Memorial High School
- C. Water Stop - Oakledge Park





CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

26 DEC 18 10:28 AM

DATE OF EVENT: May 17, 2025

TIME: 12:00-3:00PM

LOCATION: Route: Start at top of Church Street at First Unitarian Church, south on Church Street, west on Main Street, north on Battery Street, east on Pearl Street, finishing at the Church.

EVENT: Walk

ORGANIZATION: NAMI Vermont – National Alliance on Mental Illness

COORDINATOR: Cathy LaClair claclair@namivt.org

PERMIT ISSUED BY POLICE DEPARTMENT. DATE December 17, 2024

NAME OF DEPARTMENT REPRESENTATIVE: Lieutenant Mike Henry

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321

ADDITIONAL INFORMATION/CONDITIONS:

- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- Any litter will be removed at the end of the event.
- 20+ Volunteers will monitor the participants involved in the walk. Volunteers will assist the participants in roadway crossings. Volunteers will wear reflective traffic vests. 150 participants are expected. If more than 250 walkers, BPD must be contracted to hire escort officers. Volunteers will sweep the route for remaining participants at the conclusion of the event.
- Other: Church Street Marketplace permit 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 Cathy LaClair DATE 12/17/24 PHONE 802-876-7747
802-309-2380

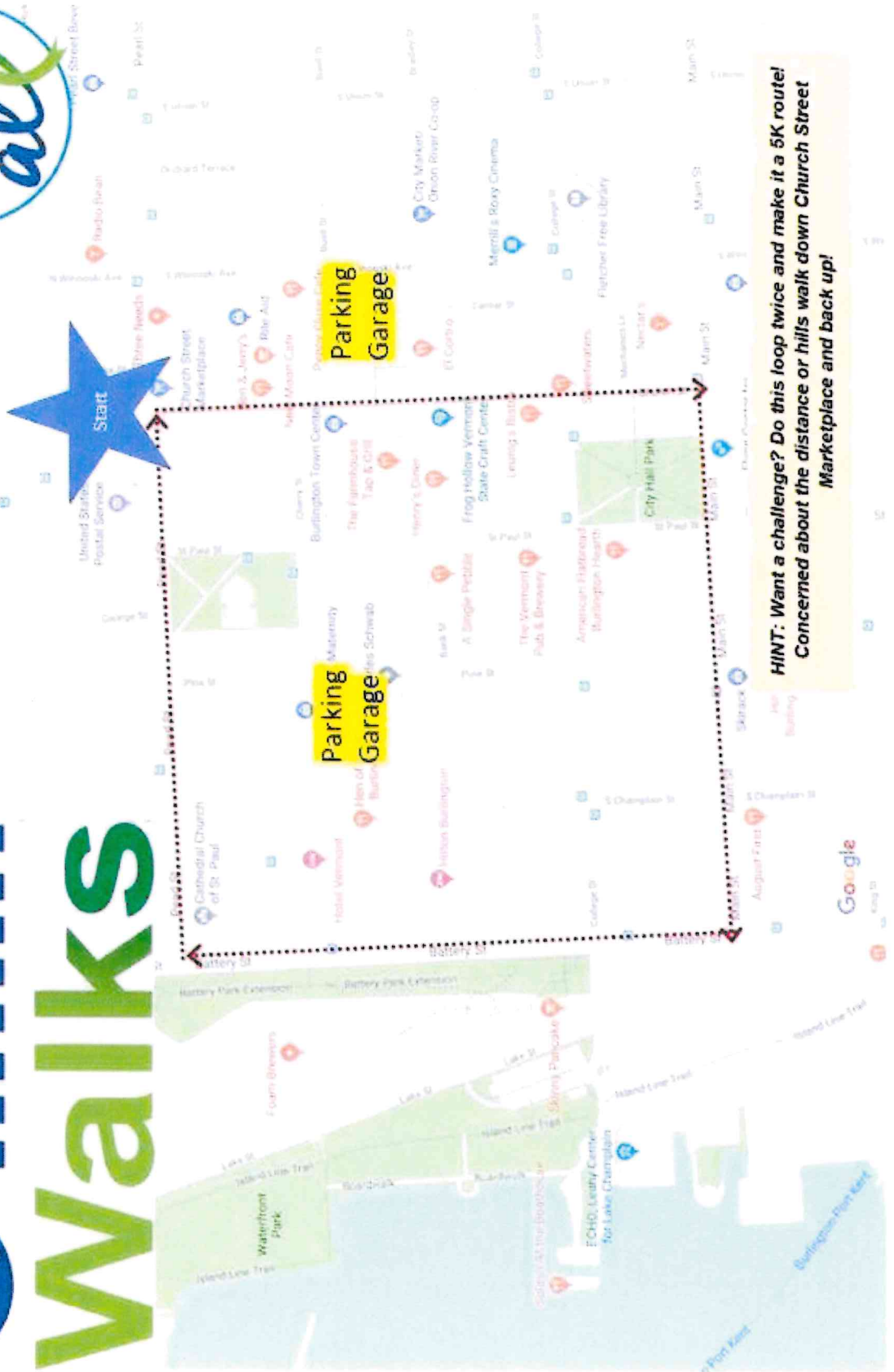
ADDRESS 600 Blair Park Road Ste 301 Williston, VT
05495



NAMI

Walks

Walk Route



**HINT: Want a challenge? Do this loop twice and make it a 5K route!
Concerned about the distance or hills walk down Church Street
Marketplace and back up!**

2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Tuesday, February 04, 2025

Tobacco:

802 BWS
Artisan Vapor Company
Burlington Bay Market and Café
Garcia Tobacco Shop
Pearl Street Pipe and Beverage

Tobacco Substitute Endorsements:

802 BWS
Artisan Vapor Company
Bern Gallery
Garcia Tobacco Shop
Pearl Street Pipe and Beverage

CITY OF BURLINGTON, VT

PERMIT

DATE: Sunday, May 25, 2025

TIME: 0700 – 1600

EVENT: Vermont City Marathon

COORDINATOR: Anthea Dexter-Cooper (anthea@runvermont.org)

PERMIT ISSUED BY POLICE DEPARTMENT ON: 1/28/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

 #333

Lieutenant Richard Weinisch

ADDITIONAL INFORMATION:

- Organization to hire Law Enforcement Officers/Traffic Control staff and provide ample volunteers at designated intersections for traffic control.
- Organization to hire Law enforcement Officers as necessary for security measures.
- Organization will provide appropriate barricades at road.
- Clean refuse at the end of the event.
- Coordinate with BPD Command Staff.
- Insurance required.
- NO PARKING signs are required—Purchase approved signs from the Department of Public Works. No Parking signs must be posted by 6:00PM the night before. Send email to Postednoparking@burlingtonvt.gov
-- This message must include who posted, when posted, and streets 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: Anthea Dexter-Cooper DATE: 1/30/25 PHONE: (802) 863-8412

ADDRESS: 1 Main Street (Suite 304), 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
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: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: December 11, 2024

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

RE: 141 Maple Street – Landing area for front door and ADA accessible ramp –
Pathways Vermont

Request

The Applicant, Pathways Vermont, INC, d/b/a Pathways VT, owner of the establishment located at 141 Maple, is requesting approval for an ADA Accessible entry ramp and front door landing area to exist in the public right-of-way. The request, if approved, will formally permit a permanent structure within City Right of Way in front of the establishment at 141 Maple, 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

Pathway Vermont submitted an encumbrance permit application to the Department of Public Works on May 31th, 2024, requesting to occupy 100 square feet of City right-of-way space on Maple Street, directly in front of the business on the public sidewalk.

The proposed new construction will occupy the area abutting the “sidewalk” area directly in front of 141 Maple. The designated 5’ wide concrete sidewalk will not be impeded in any way as the proposed construction is to be minimal one foot from the pre-existing sidewalk. The landing area will consist of a concrete pad that will adjoin with the current sidewalk to provide a safe access path for building tenants. The ADA ramp will be adorned with lattice work which will face the existing sidewalk to support plant growth suited for the area and will not interfere with the passing sidewalk traffic.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement.

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 ASchwencke@burlingtonvt.gov or 802-495-6176

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 Pathways Vermont at 141 Maple Street requesting use of the City Right of way for a ADA Accessible ramp and front door landing area 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 Pathways VT Inc. at 141 Maple Street requesting use City Right of way for a ADA Accessible ramp and front door landing 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.”

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Pathways VT for the use of 100 square feet of public right-of-way at 141 Maple Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

Pathways VT is requesting this permanent encumbrance on the south side of Maple Street to construct a covered ADA-compliant ramp and landing which would occupy 100 square feet of City ROW. This will provide accessible access to the building's front entrance. The proposal complies with the Burlington Code of Ordinances, specifically Chapter 27-31(a), which allows for encumbrances those which exceed 60 days with the approval of Licensing Committee Members. The DPW supports formalizing this through a License Agreement with an annual fee of \$1 per square foot, payable through the City's OpenGov Portal.

The proposed structure will not impede sidewalk plowing, general maintenance, or future reconstruction efforts. The DPW is confident that this encumbrance will not negatively impact the functionality of the public right-of-way.

Therefore, I urge the Licensing Committee and City Council to approve this request, subject to the aforementioned conditions and review by the City Attorney's Office.

Sincerely,

Thank you for your attention to this matter. Should you require further information, I am available at ASchwencke@burlingtonvt.gov or 802-865-7562.

Sincerely,

Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington

aschwencke@burlingtonvt.gov

802-495-6176

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Pathways Vermont, INC.
1 Kennedy Drive Suite L2

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 Pathways Vermont, INC., property owner of a Vermont residential home located at 141 Maple Street Vermont (“Licensee”). The business type of Pathways Vermont, INC. is a Domestic Non-Profit Corporation. 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 141 Maple Street. The Licensee is seeking Covered ADA ramp and landing to front door which encroaches on city Right Of Way and abuts the City Sidewalk.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested 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 141 Maple Street.
- E. “Property”** means front porch and entryway at 141 Maple Street that are the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties this Agreement shall not be valid or enforceable until the 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.
- B. Term.** This Agreement shall commence on the Effective Date and expire on [04/30/2026].
- C. Termination.** This Agreement may be terminated as set forth in this §2.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 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 curbing and greenbelt adjacent to the property.
- 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 and maintain a front porch and front entryway to the building at 141 Maple Street for the term set forth in §2.B of this Agreement. Licensee may use and maintain the front porch entry way 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 B.

5. LICENSE CONDITIONS

A. ADA Ramp. The covered ADA ramp and landing to the front door at 141 Maple Street must be maintained in full compliance with the Americans with Disabilities Act (ADA) standards.

B. Property Modifications. If the property is modified in a way that affects the ADA ramp, landing, or related features, or if alterations are made that impact the existing building footprint or parking area, the covered ADA ramp and landing must be updated to meet ADA guidelines.

C. City Infrastructure and Right of Way Improvements. In the event that a City project involves right of way or infrastructure improvements on Maple Street or adjacent areas, which directly affect the existing ADA ramp and or landing, these features shall be restored or modified in coordination with the appropriate city department. Necessary updates will be made to comply with any new right of way adjustments or infrastructure changes, ensuring continued ADA accessibility and adherence to city standards.

D. Maintenance. Licensee shall maintain the stairs and porch to the satisfaction of the City, which includes maintaining them in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the stairs and front porch. . Licensee shall pick up and sweep debris created by its use of the public right-of-way.

E. Placement. The stairs and porch shall be placed and maintained in accordance with all conditions set by the Department of Public Works and shall not impede the City's ability to maintain the road, sidewalk, parking meters, greenbelt, or any other City property. The stairs and porch 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.

5. 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 license fee for the period beginning [01/01/2025] and ending [04/30/2026].

C. Annual Renewal Fee. The Licensee is responsible for paying the City an annual renewal fee for the duration of this Agreement until its expiration on [04/30/2026]. Such renewal fees shall be due on or before the expiration of each term, and the Licensee shall remit payment in full by the specified due date of 04/30 . Failure to make timely payment shall result in the automatic expiration of this License and the termination of all rights granted herein. The City reserves the right to adjust the renewal fee amount as set forth in Attachment A during any period of the agreement.

6. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights 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. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three 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.

7. 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, 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, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. 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 immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately 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.

8. 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 rights granted to Licensee under this Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 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 60 day period. Failure to comply with this §14 shall constitute a discontinued use under §2.C.i of this Agreement.

14. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

15. 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. 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.

16. 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.

17. 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.

18. 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.

19. ATTACHMENTS

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

Attachment A: Licensee's Application

Attachment B: Department of Public Works Encumbrance Recommendation Form.

Attachment C: Photos and Sketches of Encumbrance

Attachment D: Certificate of insurance

20. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

21. 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.

The Parties hereto have executed this Agreement

LICENSEE
[Pathways Vermont, INC.]
[1 Kennedy Drive Suite L2]

By: _____
[Jane Van Buren / President]

Date: _____

By: _____
[Tim Wall/ Vice President]

Date: _____

By: _____
[Maura Collins/ Treasure]

Date: _____

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak
Duly Authorized

Date: _____

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Pathways Vermont, INC.
1 Kennedy Drive, L2, South Burlington, VT, 05403

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 Pathways Vermont, Inc., a Vermont nonprofit corporation located at 1 Kennedy Drive, L2, South Burlington, VT, 05403 (“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 141 Maple Street. The Licensee has received approval to place an entry way landing area and ADA accessible ramp to 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 141 Maple Street.
- E. “Property”** means the Landing area and ADA Ramp 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, 2026.
- 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 front door landing area and ADA accessible ramp to serve the establishment located beyond the traveled path of the public sidewalk, directly adjacent to 141 Maple, totaling an area of 100 square feet for the term set forth above. Licensee may use and shall maintain the ADA ramp and front door landing 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 ADA Ramp and front door landing area existing in the City's right-of-way said items must be maintained and installed 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 front door landing area and ADA ramp 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 ADA ramp and front door landing area and restoration of the public right-of-way.
- B. Placement.** The featured ADA ramp and front door landing area to be constructed 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. 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.

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, 2025 and ending April 30, 2026.

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* —

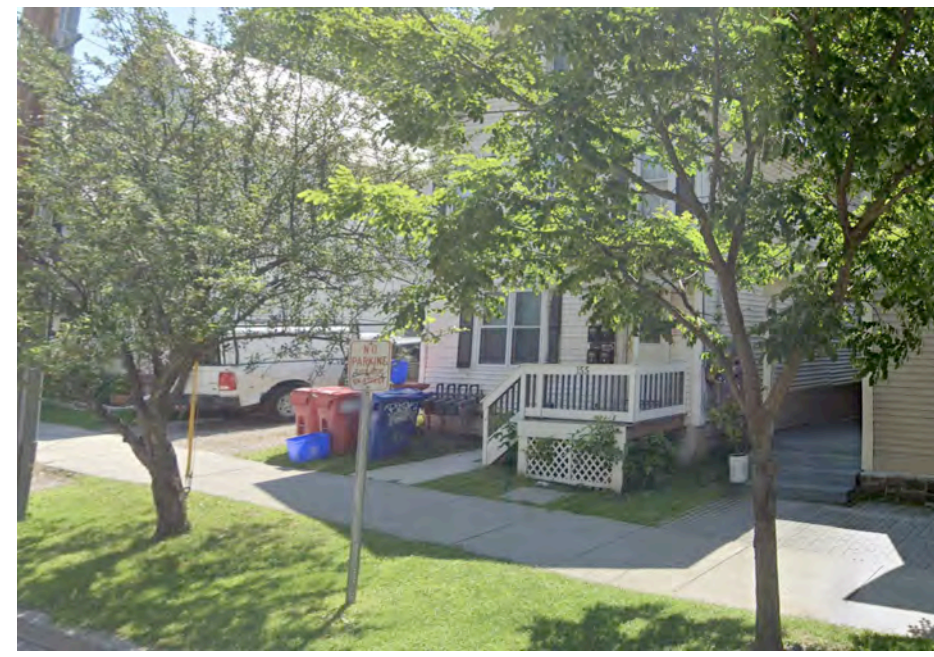
23. SIGNATURE PAGE

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

<p style="text-align: center;">LICENSEE Pathways Vermont Inc.</p> <p>By: _____ Jane Van Buren President</p> <p>Date: _____</p>

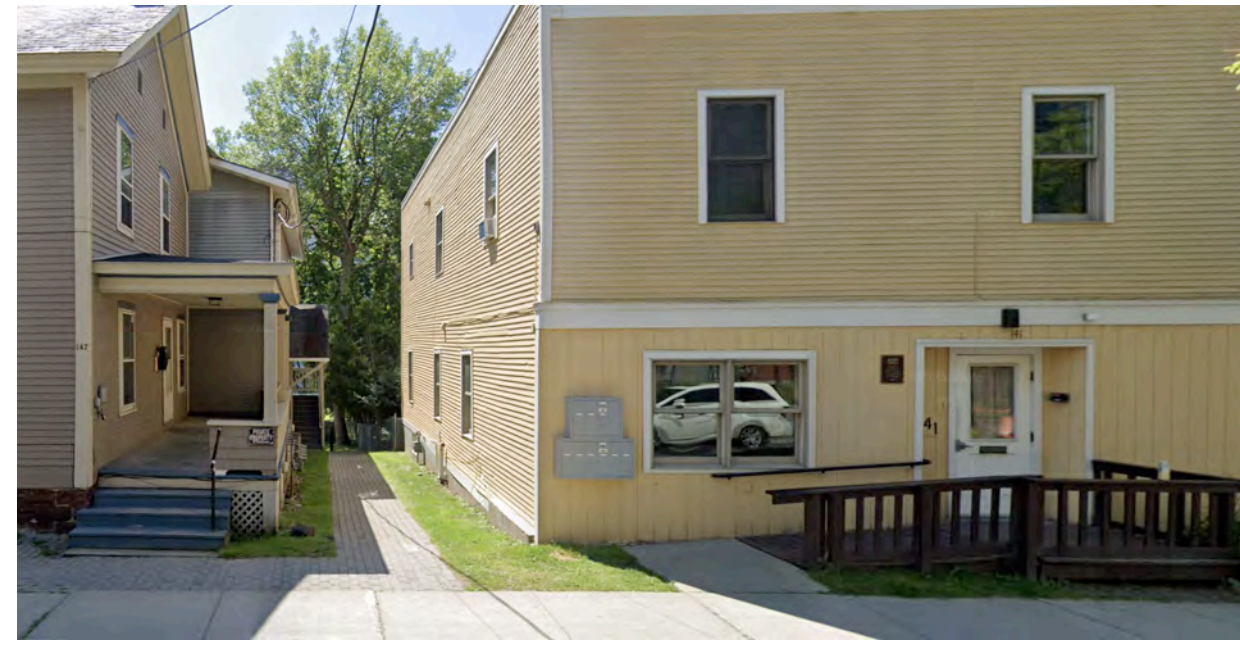
<p style="text-align: center;">CITY OF BURLINGTON Mayor Emma Mulvaney-Stanak</p> <p>By: _____ Mayor Emma Mulvaney-Stanak</p> <p>Date: _____</p>
--



155 MAPLE STREET, EXAMPLE OF ADJACENT PROJECT WITH PORCH IN THE CITY RIGHT OF WAY



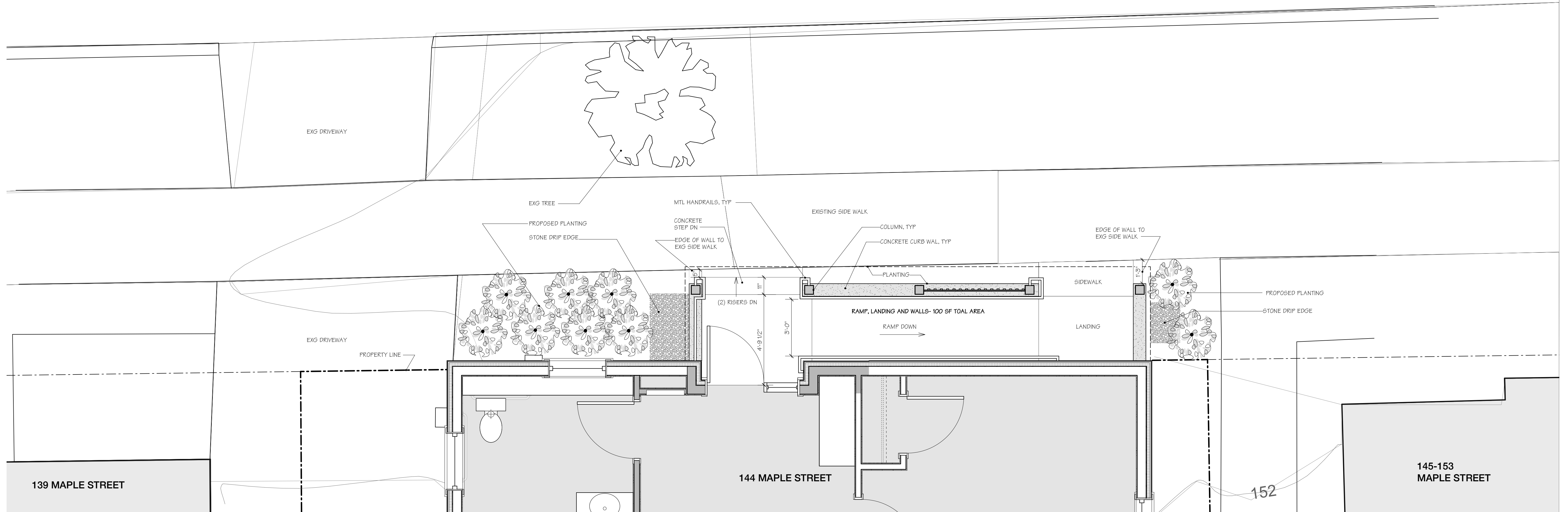
145-153 MAPLE STREET, EXAMPLE OF ADJACENT PROJECT WITH PORCH IN THE CITY RIGHT OF WAY



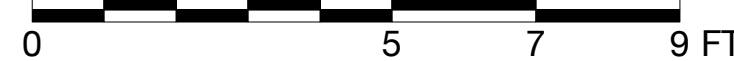
EXISTING 144 MAPLE STREET



PROPOSED COVERED ADA RAMP AT 144 MAPLE STREET



STREET PLAN
Scale: 3/8" = 1'-0"



SOTERIA HOUSE

BURLINGTON VERMONT

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DUNCAN • WISNIEWSKI ARCHITECTURE
A Professional Corporation

PERMIT SET

Duncan
Wisniewski
ARCHITECTURE

255 SOUTH CHAMPLAIN STREET
BURLINGTON, VERMONT 05401
T: 802.864.6693

DATE: 11.05.2024
DRAWN: ABC
A1-2



REN-24-14

ROW Encumbrance
Permit

Status: Active
Submitted On: 11/5/2024

Primary Location

141 Maple Street
Burlington, VT 05401

Owner

CHAMPLAIN HOUSING TRUST
88 KING ST BURLINGTON, VT
05401

Applicant

Arthur Chukhman
 802-734-2293
 arthurc@duncanwisniewski.com
 255 South Champlain Street
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

Covered ADA ramp and landing to front door.

Location of Encumbrance *

141 Maple Street

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)

50

Encumbrance Start Date

01/31/2025

Encumbrance End Date

12/31/2034

Area Encumbered (Square Feet)

100

Company Information

Company Name

Pathways Vermont

DBA Name

Jenny Johnson

Phone

802 489 8500

FAX

Street Address

1 Kennedy Drive Suite L2

City, State Zip

South Burlington, VT 05404

Email 

Jenny@PathwaysVermont.org

Instructions

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
4. Sketch, photo, or blueprint of what you are proposing.
5. Check for Total Amount Due. (\$25 Application fee + \$1 per square foot)

Permit will be Issued after City Council Approval. Permit Not Valid until Fee Payment is Received.


Application Fee: \$25 + \$1 per square foot encumbered.

Jurisdiction BCO 27-31(a)

It shall be unlawful for any person, firm or corporation to temporarily obstruct a street or sidewalk without first obtaining a written permit therefor from the director of public works or his or her designee, except as hereinafter provided.

Within the Church Street Marketplace District on any portion of Church Street, College Street, Bank Street, or Cherry Street used for vehicular traffic, the director of public works or his or her designee shall not issue a permit until the executive director of the Church Street Marketplace department approves of such obstruction. In the inner two (2) pedestrian blocks of the marketplace district, the executive director of the Church Street Marketplace department shall have exclusive jurisdiction to issue permits.

Required Documentation

Certificate of Insurance 

Insurance Expiration Date

—

Endorsement of Additional Insured 

Endorsement for Cancellation 

Site Map or Photograph(s) 

Reporting

Encumbrance For:

—

City Department Review

Attorney Sign Off 

Attorney Sign Off Date

—

Right-of-Way Sign Off 

Right-of-Way Sign Off Date

—

City Council Review

City Council Meeting Date

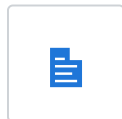
—

City Council Approval 

🔒 City Council Approval Date

—

Attachments



SH_241105_Encumbrancepermit.pdf



SH_241105_Encumbrancepermit.pdf

Uploaded by Arthur Chukhman on Nov 5, 2024 at 11:14 AM

Record Activity

Arthur Chukhman started a draft Record	11/05/2024 at 10:43 am
Arthur Chukhman added file SH_241105_Encumbrancepermit.pdf	11/05/2024 at 11:13 am
Arthur Chukhman added file SH_241105_Encumbrancepermit.pdf	11/05/2024 at 11:14 am
Arthur Chukhman submitted Record REN-24-14	11/05/2024 at 11:14 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-24-14	11/05/2024 at 11:14 am
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-24-14	11/05/2024 at 11:17 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-24-14	11/05/2024 at 11:17 am
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-24-14	11/05/2024 at 11:17 am
Alice Schwencke changed the deadline to Nov 25, 2024 on approval step City Council Approval on Record REN-24-14	11/19/2024 at 8:17 am
Alice Schwencke added a guest: jenny@pathwaysvermont.org to Record REN-24-14	11/25/2024 at 9:40 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Fee Payment	11/5/2024, 11:14:38 AM	11/5/2024, 11:17:52 AM	Arthur Chukhman	-	Completed
 City Council Approval	11/5/2024, 11:17:52 AM	-	Alice Schwencke	11/25/2024	Active



Fee \$25.00

May 1, 2025 ---- April 30, 2026

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 BERN Nation INC
2. D/B/A (Business Name) Bern Gallery 3. Bus. Phone 802-865-0994
4. Business Address 135 Main St Ste 101 Burlington, VT 05401
5. Mailing Address POB 3418 Burlington, VT 05408
6. Contact person Sarah-Mae 7. Contact Phone 802-310-5881
8. Email contact address Pipeclassic@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 Friday Feb 14, 2025
4. Proposed Hours for this Special Event 12-5pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
event held in-store, with 1 small speaker
Outdoors

For this Proposed location please answer the following questions:

- a) Occupancy Load 49 b) # of Restrooms 1 c) # of Egresses 2
d) Date of last Fire/Safety Check 1/14/2025 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
(always on duty)

Permit # 1404 for 1/30/25 4:15 PM

(Continued on back)


**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description We will have one of our Staff members DJ'ing
a Currated Valentines Set indoors + will have 2 small
Speaker located outside our windows to Draw Customers
in the shop. We will also be offering Free glassblowing
lessons + Hot Chocolate.

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: 1-30-2025

SIGNATURE OF APPLICANT 

PRINT NAME: Sarah-mae Gomyeau

RELATIONSHIP TO BUSINESS Administrator, COO, co-owner

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.