



## City Council - License Committee

**Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street,  
1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/96164086065>

Phone one-tap:

+16469313860,,96164086065# US

Join via audio:

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Webinar ID: 961 6408 6065

International numbers available: <https://zoom.us/u/adYxXAwfF9>

### 1. Agenda

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<b>Subject</b>	<b>1.1. Motion to adopt agenda</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

### 2. Consent Agenda

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<b>Subject</b>	<b>2.1. Motion to adopt the consent agenda and take the actions indicated</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 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
<b>Subject</b>	<b>2.2. Communication: BPD, re: 03/10/25, 9:30 am - 12:00 pm, March - Tibetan Association of Vermont, begins at City Hall and ends at City Hall</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 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
<b>Subject</b>	<b>2.3. Communication: BPD, re: Saturday, April 19, 2025, 6:00 pm - 9:30 pm, Block Party, Hickok Place - between North Union Street and Converse Court</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 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
<b>Subject</b>	<b>2.4. Communication: BPD, re: July 12, 2025, 12:00 pm - 3:00 pm, Parade-MadFreedon Advocates, Inc., begins at Hood Plant and ends at Battery Park</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 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
<b>Subject</b>	<b>2.5. Tobacco and Tobacco Substitute Endorsement License Renewals (2025-2026): see attached list</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 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 License Renewals as listed
<b>Subject</b>	<b>2.6. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions

### **3. Deliberative Agenda**

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<b>Subject</b>	<b>3.1. Tobacco and Tobacco Substitute Endorsement Applications (2025-2026): JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Applications for JRY Burlington Store Corporation, d/b/a The Shopping Bag, 166 North Street
<b>Subject</b>	<b>3.2. CityPlace Burlington - Third Amendment to License Agreement and Encumbrance Permit - Bank and Cherry Street Right-of-Way - DPW</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Third Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire June 1, 2027, and to further recommend that the City Council authorize the Mayor to enter into a Third

Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment F, subject to review by the City Attorney's Office

<b>Subject</b>	<b>3.3. Department of Public Works - 266 College Street - Encumbrance Permit Request - DPW</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 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 the parking lot located off S. Union Street, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 266 College Street for construction activities and equipment staging, 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

#### **4. Adjournment**

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<b>Subject</b>	<b>4.1. Motion to adjourn</b>
Meeting	March 19, 2025 - City Council License Committee Meeting - Wednesday, March 19, 2025, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



CITY OF BURLINGTON, VT

# PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: 03/10/2025

TIME: 9:30AM - 12:00PM

LOCATION: Begins at City Hall and will proceed north on Church Street to Pearl Street, east on Pearl to South Prospect St., south on South Prospect St. to Main Street, west on Main to Church Street, ending at City Hall.

EVENT: March - Tibetan Association of Vermont

COORDINATOR: Tsering Cummings <tsering96789@gmail.com>

PERMIT ISSUED BY POLICE DEPARTMENT ON: 2/18/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Michael Henry #321  
Lieutenant Michael 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.
- 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 shall obtain requisite permits from the Church St. 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 [Signature] DATE 3/9/2025 PHONE (802) 363-3400

ADDRESS 7 Adirondack St. S. Burlington VT-05403



CITY OF BURLINGTON, VT

# PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, April 19, 2025

TIME: 6:00-9:30PM

LOCATION: Hickok Place – between North Union Street and Converse Court

EVENT: Block Party

COORDINATOR/CONTACT INFO: Xavier Langendoerfer xrlangen@gmail.com 860-806-3450

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 3-7-25

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

ADDITIONAL INFORMATION/CONDITIONS:

- Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles. Burlington Police Department does not supply the barricades.
- Must obtain a waiver form signed by at least 3/4 of the block residents who thereby waive their right of normal access to the street for the period of the block party.
- No alcohol will be dispensed or consumed on public property.
- No live bands.
- Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- Participants will comply with all local, State, and Federal laws.
- Shall be responsible for cleanup after the event.
- Adhere to requirements for bagging of meters: Signs posted by 6:00 PM night before they are to be valid. Send email to the following address: [postedenparking@burlingtonvt.gov](mailto:postedenparking@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.

*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 3/7/25 PHONE 860-806-3450

ADDRESS 14 Hickok Pl



CITY OF BURLINGTON, VT

# PERMIT

Pursuant to City Ordinance 27-5

DATE of EVENT: July 12, 2025

TIME: 12:00-3:00PM

LOCATION: Begin at Hood Plant 191 South Winooski Ave → Main Street → Church Street → Pearl Street → End at Battery Park.

EVENT: Parade

ORGANIZATION: MadFreedom Advocates, Inc.

COORDINATOR/CONTACT INFO: "Hannah Sorila" <hannah@madfreedomadvocates.org>

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 2/19/2025

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

ADDITIONAL INFORMATION/CONDITIONS:

- 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.
- No alcohol shall be dispensed or consumed on public property.
- Nothing is to be thrown from floats or by participants.
- The group will provide adequate cones/volunteers for traffic mitigation and shall allow safe passage for area residents.
- Group shall open any part of the route at the request of a Burlington Police Officer or Firefighter for a public safety response.
- Group shall stay as far to the right in the roadway as possible.
- Group shall abide by permits from the Church Street Marketplace and Parks Department.
- Any litter will be removed at the end of the event.
- Escort officers are required for this event: Organization will hire a maximum of **(5) Burlington Police Officers** for traffic management starting at 12:30, IF volunteers are confirmed.
- Other: Volunteers or Chocolate Thunder Staff will assist the participants in roadway on King Street at Church Street, Church Street at Bank Street, Bank Street at Saint Paul Street, and Lake Street at College Street.

*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 Har Su DATE 2/21/2025 PHONE 802-477-3783

ADDRESS PO Box 85 Montpelier, VT 05602

**2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals**  
**City Council License Committee Meeting, Wednesday, March 19, 2025**

**Tobacco:**

Bessery's Quality Market  
B2: 103 Shelburne Road  
Champlain Farms: 219 Main Street  
Champlain Farms: 328 North Avenue  
Champlain Farms: 315 Shelburne Road  
Dot's Market  
Downtown Quick Stop  
Float On  
Momo's Market  
NJ Beverages  
Northern Lights  
Simon's Store – Park Street  
The Shopping Bag  
Walgreens

**Tobacco Substitute Endorsements:**

B2: 103 Shelburne Road  
Champlain Farms: 219 Main Street  
Champlain Farms: 328 North Avenue  
Champlain Farms: 315 Shelburne Road  
Dot's Market  
Downtown Quick Stop  
Float On  
NJ Beverages  
Simon's Store – Park Street  
The Shopping Bag

**2025-2026 Indoor/Outdoor Entertainment License Renewals**  
**City Council License Committee Meeting, Wednesday, March 19, 2025**

**Indoor Entertainment License:**

Foam Brewers & Deep City  
Hilton Garden Inn Burlington Downtown  
Hotel Champlain Burlington, Curio Collection by Hilton  
JP'S Pub  
Olde Northender Pub  
Rasputin's  
Red Square  
Ri Ra Vermont LLC  
Simple Roots Brewing  
Splash at the Boathouse  
T. Rugg's Tavern  
Tank Studio, INC (Tank Recording Studio)  
The Friendly Toast  
The Wallflower Collective  
Three Needs  
Vermont Comedy Club  
Vermont Pub & Brewery  
Zero Gravity Beer Hall

**Outdoor Entertainment License:**

Beach House  
Foam Brewers & Deep City  
Halvorson's inc.  
Hotel Champlain Burlington, Curio Collection by Hilton  
Huskies Kaptial, LLC dba Vermont Lake Monsters  
Red Square  
Ri Ra Vermont LLC  
Shanty on the Shore  
Splash at the Boathouse  
Spot on the Dock  
The Gryphon, LLC  
Vermont Pub & Brewery  
Zero Gravity Beer Hall



Home (/DLLLicenseManagment/s/)

Application  
DLL - Application - 53049

Approve    Reject    Applicant Action Required    Town Payment Received    Download

**APPLICATION DETAILS**

**RELATED INFORMATION**

Application Information

DLL - Application Id  
 DLL - Application - 53049

Business Entity Name  
 JRY Burlington Store Corporation

Applicant Email  
[jryburlingtonstore@gmail.com](mailto:jryburlingtonstore@gmail.com) (mailto:jryburlingtonstore@gmail.com)

Business Entity Phone  
 6467320147

Renewal Application

Foundational License

Town Fee  
 0

Application Fee  
 110.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified  
 -1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures

URL for Duties

Send Approval Email

External Status  
 Application sent to municipality

Town Clerk/ Municipal Jurisdiction  
 Burlington

Application Type  
 License

Application Category  
 Tobacco

Application For  
 Tobacco License

Historical Id  
 TOBC

Holding Tobacco Licence

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

New

Location Details

Physical Location Name  
 The Shopping Bag

Physical Location Street 1  
 166 North Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town  
 Burlington

Location  
[LN-033497 \(/DLLLicenseManagment/s/detail/a0Aeq00002egefEAA\)](/DLLLicenseManagment/s/detail/a0Aeq00002egefEAA)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

Physical Location State  
Vermont  
Physical Location Zip  
05401

Education Details

Student Name

Training Completion Record

Mode of Training

Training Completion Date

Type of Training

Premises Lease Details

Do you Lease the Premises

Landlord Name

No

Lease Expiration Date

Landlord Email

Information

Food

Meal & Rooms Certificate/Business Account

tbd

Lodging(if licensed as a Hotel)

Signer's Name

Last Modified By

Created By  
 [Douglas Brines \(/DLLLicenseManagement/s/profile/0058z000003dOgHAAU\)](#),  
2/12/2025 1:26 PM

 [Douglas Brines \(/DLLLicenseManagement/s/profile/0058z000003dOgHAAU\)](#),  
2/13/2025 9:39 AM

Question Poll

What would you like to know?

Ask

↑ ↓

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Contact Violations



Application  
DLL - Application - 53116

Approve    Reject    Applicant Action Required    Town Payment Received    Download

**APPLICATION DETAILS**

**RELATED INFORMATION**

Application Information

DLL - Application Id  
 DLL - Application - 53116

Business Entity Name  
 JRY Burlington Store Corporation

Applicant Email  
[jryburlingtonstore@gmail.com](mailto:jryburlingtonstore@gmail.com) (<mailto:jryburlingtonstore@gmail.com>)

Business Entity Phone  
 6467320147

Renewal Application

Foundational License

Town Fee  
 0

Application Fee  
 50.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified  
 -1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures <sup>1</sup>

URL for Duties <sup>1</sup>

Send Approval Email

External Status  
 Application sent to municipality

Town Clerk/ Municipal Jurisdiction  
 Burlington

Application Type <sup>1</sup>  
 Permit

Application Category  
 Tobacco

Application For  
 Tobacco Substitute Endorsement

Historical Id  
 TSEP

Holding Tobacco Licence

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location Details

Physical Location Name <sup>1</sup>  
 The Shopping Bag

Physical Location Street 1  
 166 North Street

Physical Location Street 2/Unit/Suite

Physical Location City/Town  
 Burlington

Location  
[LN-033497 \(/DLLicenseManagment/s/detail/a0Aeq000002eqefEAA\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

Physical Location State

Vermont

Physical Location Zip

05401

Education Details

Student Name

Training Completion Record

Mode of Training

Training Completion Date

Type of Training

Premises Lease Details

Do you Lease the Premises

Landlord Name

Landlord Email

Lease Expiration Date

Information

Food

Meal & Rooms Certificate/Business Account

Signer's Name

Lodging(if licensed as a Hotel)

Created By

 Douglas Brines (/DLLLicenseManagement/s/profile/0058z000003dOqHAAU),  
2/13/2025 9:40 AM

Last Modified By

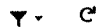
 Douglas Brines (/DLLLicenseManagement/s/profile/0058z000003dOqHAAU),  
2/13/2025 9:46 AM

Question Poll

What would you like to know?

Ask

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Contact Violations



**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](http://www.burlingtonvt.gov)

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**MEMORANDUM**

TO: License Committee/City Council

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: March 19<sup>th</sup>, 2025

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

RE: CityPlace Burlington – Third Amendment to License Agreement and  
Encumbrance Permit - Bank and Cherry Street Right-of-Way

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**Request**

The applicant, CityPlace Partners, is requesting approval to extend the term date on the Second Amendment to the Agreement between CityPlace Partners (CPP) and the City of Burlington (City) Regarding Construction Encumbrance License Agreement. The current term date on second amendment to the agreement is set to expire on April 1, 2025.

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**

To facilitate the initial phase of construction on CityPlace Burlington, The Department of Public Works issued Encumbrance Permit REN 22-66 and REN 22-65 in October of 2022 following City Council approval for long term occupancy of the Bank and Cherry Street right-of-way to begin the construction on the project.

DPW issued Encumbrance Permit REN 23-1 on February 14, 2023 to S.D. Ireland, representing CityPlace Partners, requesting to occupy an additional 2,850 sq. ft. of public right-of-way space on Cherry Street. The request proposed to eliminated twelve (12) parking spaces on the South side of Cherry Street, and, at the request of DPW, remove three (3) metered parking spaces on the North side of 133 Bank Street to enhance public transportation safety, and allow more space for local delivery access.

Following approval of this request in spring of 2023, CPP decided against use of the metered parking stall on the South side of Cherry St, as previously requested and approved. As such, metered parking on Cherry St. has remained publicly available throughout the duration of this project in effort to make right of way space available.

The project is now at a point where construction on the North Tower for CityPlace will require use of the 12 metered parking spaces on the South side of Cherry Street previously approved under the First Amendment to the agreement. The spaces will be used to help construct the exterior siding, windows, balconies, and streetscape features, as well as provide additional public protection from construction activities.

In recent discussions between CityPlace Partners and DPW, the applicant has indicated that right-of-way occupation on Bank Street is scheduled to end in May of 2025. Bank Street will be returned to a two-way travel condition approved under Bank Street Greats Streets being concurrently constructed as the South Tower of CityPlace comes online in the spring of 2025.

Under the Third Amendment to the agreement, with a term date of April 1, 2025 to June 1 2027, the occupation of Bank Street ceases in May, and the occupation of Cherry Street expands to include the metered parking stall on the south side of roadway between Pine Street and St. Paul Street.

### **Recommendation**

The Department of Public Works is supportive of entering into a Third Amendment to the License Agreement between the applicant and the City, to extend the expiration of the term date 6/1/2027. No further changes to the Agreement are anticipated at this time.

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

### **Attachment**

- A. Encumbrance Permit Application
- B. DPW Recommendation Form
- C. Third Amendment to Agreement between CPP and City
- D. Second Amendment to Agreement between CPP and City
- E. First Amendment to Agreement between CPP and City
- F. Agreement between CPP and City
- G. Site Plan
- H. Certificate of Insurance

### **Motions:**

#### **License Committee:**

“To approve and recommend that the City Council approve the Third Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire June 1, 2027, and to further recommend that the City Council authorize the Mayor to enter into a Third Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment F, subject to review by the City Attorney’s Office.”

An Equal Opportunity Employer

*This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).*

City Council:

“To approve and authorize the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire June 1, 2027, and to further recommend that the City Council authorize the Mayor to enter into a Third Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment F, subject to review by the City Attorney’s Office.”



## REN-25-2

ROW Encumbrance  
Permit

Status: Active  
Submitted On: 1/22/2025

### Primary Location

75 Cherry Street  
Burlington, VT 05401

### Owner

CITYPLACE PARTNERS, LLC  
110 MAIN ST, UNIT 2B  
BURLINGTON, VT 05401

### Applicant

 Leo Gaudreau  
 802-309-2500  
 leo@farrcovt.com  
 110 Main Street  
Burlington, VT 05401

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## Right-of-Way Encumbrance Application

**Type of Encumbrance Requested\***

Long-Term Encumbrance (More than 60 Days)

**Encumbrance Description\* ?**

Encumbrance to accomodate construction approved for City Place Burlington North Building in zoning permit ZP-20-717

**Location of Encumbrance \* ?**

Cherry 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)**

2

**Encumbrance Start Date**

03/11/2025

**Encumbrance End Date**

06/01/2027

**Area Encumbered (Square Feet)**

4787

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## Company Information

**Company Name**

City Place Partners

**DBA Name**

**Phone**

8023166452

**FAX**

Street Address

110 Main Street Suite 2B

City, State Zip

Burlington, VT 05401

Email 

leo@farrcovt.com

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## 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.



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: \_\_\_\_\_ DATE: 3/1/2025  
COMPANY NAME: CityPlace Partners PHONE: 802-316-6452  
CONTACT NAME: Dave Farrington EMAIL: dave@btvspaces.com  
MAILING ADDRESS: 110 Main St. Suite 2B, Burlington, VT  
LOCATION OF ENCUMBRANCE: 75 Cherry Street

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

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

YES [ ] NO

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

YES [ ] NO

3. Additional Comments: \_\_\_\_\_

Pedestrian detour to Northern sidewalk on Cherry St. Install temporary pedestrian crosswalk as shown in Ex-G

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

YES [ ] NO [ ]

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

North side of Bank Street to reopen in May 2025. South side of Cherry Street metered parking and sidewalk to be obstructed until June 2027.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes  No [ ] If no, reason: \_\_\_\_\_  
Signature: Caleb Manna Date: 3/1/2025

THIRD AMENDMENT TO  
CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

This Third Amendment to Construction Encumbrance License Agreement (this "Third Amendment") is entered on March \_\_, 2025 (the "Third Amendment Effective Date"), between the City of Burlington, a Vermont municipal corporation (the "City"), and City Place Partners, LLC, a Vermont Limited Liability Company ("CPP"), with respect to the following facts:

- A. On or about October 31, 2022, the parties entered a Construction Encumbrance License Agreement (the "Agreement"), which granted CPP a license to use certain portions of City-owned right of way in connection with construction of that certain development known as City Place Burlington.
- B. On or about March 13th, 2023, the parties entered a first amendment to the Agreement (the "First Amendment"), which generally expanded the license area, modified a definition, and extended the term of the Agreement until April 1, 2024.
- C. On or about April 2, 2024, the parties entered a second amendment to the Agreement (the "Second Amendment), to extend the term of the Agreement to April 1, 2025, adjust the total occupied square feet of right-of-way space on Cherry Street to include twelve (12) metered parking stalls, and to increase insurance requirements under the Agreement known as the second amendment of the original a Construction Encumbrance License Agreement established on October 31, 2022.
- D. By this Third Amendment, the parties now desire to extend the term of the Agreement until June 1<sup>st</sup> 2027 and utilize the Cherry Street parking stall that is adjacent to the City Place build lot on the south side of Cherry Street, which includes twelve (12) metered parking spots and will cover 7800 sq. ft. as approved

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The term of the Agreement as set forth in Section 2.B of the Agreement is hereby extended until April 1, 2027.
- 2. The total area of occupied right-of-way space on Bank and Cherry Street is amended to 15,704 sq. ft, with 7,904 sq. ft. permitted on Bank Street, and 7,800 sq. ft. on Cherry Street that will include metered parking stalls as shown in "Attachment -G, Site Plan".

3. From the Effective Date, the grant of license set forth in Section 4 of the Agreement shall be deemed to include the Additional License Area.
4. Except as otherwise set forth herein, the Agreement as amended by the First Amendment and Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Third Amendment Effective Date.

CITY

CPP

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
David C. Farrington, Member

**SECOND AMENDMENT TO  
CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT**

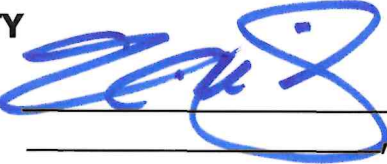
This Second Amendment to Construction Encumbrance License Agreement (this "Second Amendment") is entered March \_\_, 2024 (the "Second Amendment Effective Date"), between the City of Burlington, a Vermont municipal corporation (the "City"), and CityPlace Partners, LLC, a Vermont Limited Liability Company ("CPP"), with respect to the following facts:

- A. On or about October 31, 2022, the parties entered a Construction Encumbrance License Agreement (the "Agreement"), which granted CPP a license to use certain portions of City-owned right of way in connection with construction of that certain development known as City Place Burlington.
- B. On or about March 13th, 2023, the parties entered a first amendment to the Agreement (the "First Amendment"), which generally expanded the license area, modified a definition, and extended the term of the Agreement until April 1, 2024.
- C. The parties now desire to extend the term of the Agreement to April 1, 2025.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The term of the Agreement as set forth in Section 2.B of the Agreement is hereby extended until April 1, 2025.
- 2. In consideration of the foregoing extension, the minimum insurance requirement set forth in Section 7.A is hereby increased from \$1,000,000 to \$5,000,000 per occurrence, which obligation may be met through excess or umbrella liability coverage.
- 3. Except as otherwise set forth herein, the Agreement as amended by the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Second Amendment Effective Date.

**CITY**  
By:  \_\_\_\_\_  
Mayor

**CPP**   
By: \_\_\_\_\_ 04/02/2024  
David C. Farrington, Member

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITYPLACE PARTNERS  
AND THE CITY OF BURLINGTON REGARDING CONSTRUCTION  
ENCUMBRANCE LICENSE AGREEMENT**

A First Amendment to the Agreement between CityPlace Partners and The City of Burlington regarding Construction Encumbrance License Agreement (the “First Amendment”) is made and entered into as of the 13th day of March, 2023 by and between the City of Burlington, a Vermont municipal corporation (“City”), and CityPlace Partners (“Licensee”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of 10/31/2022 (the “Agreement”) in order to occupy a portion of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee’s application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and 4,950 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.
  
- B. The parties agreed to grant to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of 12,854 sq. ft. for the term set to expire on June 1, 2023. Licensee may use and maintain the occupied portion of the sidewalk and parking stall existing in the City’s right-of-way.
  
- C. The parties desire to enter into this First Amendment in order to:
  - 1) Include the removal of three metered on street parking spaces on Bank Street; and amend the total area of encumbrance on Cherry Street from 4,950 square feet to 7,800 square feet, to include the removal of 12 metered on street parking spaces on the South side of Cherry Street between Pine Street and the Downtown Transit Center, and
  - 2) Extend the expiration date of this agreement to expire on April 1, 2024.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and CityPlace Partners as follows:

1. In Section 1 (Recitals), paragraph C (Background) the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The City owns property, including the street and sidewalk right-of-way adjacent to the property located 75 Cherry Street and 130 Bank Street. Licensee has submitted a construction encumbrance application seeking occupation of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee's application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and ~~4,950 sq. ft.~~ 7,800 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.

2. In Section 2 (Effective Date and Term), paragraph B (Term), the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

This Agreement shall commence on the Effective Date and expire on ~~June 1, 2023.~~  
April 1, 2024.

3. In Section 3 (Definitions) paragraph B (Encumbrance fee) the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

“Encumbrance Fee” means the sum of the encumbrance application fee, maximum daily meter rate fee, and the square foot use fee annually set by the City.

4. In Section 4 (Grant of License) the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The City hereby grants to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of ~~12,854 sq. ft.~~ 15,704 sq. ft. for the term set forth in §2.B of this Agreement. Licensee may use and maintain the occupied portion of the sidewalk and parking stall existing in the City's right-of-way and must be

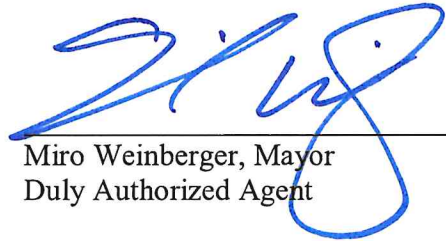
maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. Except as specifically amended by the terms of this First Amendment, the Agreement remains in full force and effect. Unless specifically defined in this First Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and date first above written.


**CITY OF BURLINGTON, VERMONT**

By:

  
\_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized Agent

**CityPlace Partners**

By:

  
\_\_\_\_\_  
Duly Authorized Agent  
  
\_\_\_\_\_  
DAVID C FARRINGTON JR  
(Print Name and Position)

**CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT**

CityPlace Partners, LLC  
110 Main Street, Burlington, VT

This Construction Encumbrance 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 CityPlace Partners, LLC, a Domestic Limited Liability Company with a principal place of business at 110 Main Street, Suite 2b, Burlington, VT (“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 the property located 75 Cherry Street and 130 Bank Street. Licensee has submitted a construction encumbrance application seeking occupation of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee’s application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and 4,950 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

**2. EFFECTIVE DATE AND TERM**

- A. Effective Date.** 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 June 1, 2023.
- 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 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.

### 3. 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 street and sidewalk right-of-way on the North Side of Bank Street between Pine Street and St. Paul Street, and the South Side of Cherry Street between Pine Street and the Downtown Transit Center.
- E. **“Property”** means the commercial building lot located at 75 Cherry Street in Burlington, Vermont, inclusive of the barricade fencing that is the subject of this Agreement.

### 4. GRANT OF LICENSE

The City hereby grants to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of 12,854 sq. ft. for the term set forth in §2.B of this Agreement. Licensee may use and maintain the occupied portion of the sidewalk and parking stall 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

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice in the event DPW determines that the public safety, health and or welfare require such supplemental conditions:

- A. CityPlace Partners shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.
- B. CityPlace Partners shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. CityPlace Partners shall submit a dust control and street sweeping plan to DPW’s excavation inspector detailing the activities it shall take to control such dust, dirt and debris. CityPlace Partners shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. CityPlace Partners shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of CityPlace Partners.

- C. CityPlace Partners shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site.
- D. CityPlace Partners shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises and the associated construction site and related construction activities. CityPlace Partners shall erect proper signage to redirect pedestrians safely from the Premises. CityPlace Partners shall submit a traffic control plan for pedestrians, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such pedestrian traffic. CityPlace Partners shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. CityPlace Partners shall submit a traffic control plan for vehicles, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such vehicular traffic. CityPlace Partners shall take all additional reasonable activities requested by DPW to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. DPW reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by CityPlace Partners to implement those changes.
- E. CityPlace Partners shall protect all the utilities located on, about, adjoining, and adjacent to the Premises and shall protect all utilities regardless of their proximity to the Premises from all manner of harm and damage caused by activities conducted on or about or in connection with CityPlace Partners use of the Premises. CityPlace Partners shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. CityPlace Partners shall take all additional reasonable activities requested by DPW to protect such utilities.
- F. CityPlace Partners shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. CityPlace Partners shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup arising out of or in connection with said hazardous or toxic materials or contaminants upon said premises caused by CityPlace Partners.
- G. CityPlace Partners shall be responsible for removing, hauling and properly disposing any accumulated snow or ice on the Premises, or adjacent to any construction fences or barriers that cannot be removed by the CITY's conventional means or methods.
- H. If CityPlace Partners fails to complete the planned public improvements for restoration of encumbered city right of way, licensee shall be responsible for all associated costs in restoring the street and sidewalk to conditions approved by the Department of Public Works.

## 6. PAYMENT FOR LICENSE

- A. **License Fee.** Licensee shall pay the City a license fee equal to the applicable 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 licensee fee for the fee period ending June 1, 2023.

## 7. INSURANCE

- A. **Requirement.** Licensee shall maintain in effect throughout the term of this Agreement, and any

subsequent renewals, comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to 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 shall include the provision that the City is named 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.

## **8. INDEMNIFICATION**

The Licensee shall indemnify, defend, and hold harmless the City and its officers and employees from liability and 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 contractors and subcontractors under this Agreement. If the City, its officers, 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 filed. 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.

## **9. RESPONSIBILITY FOR SUPERVISION:**

The Licensee shall assume primary responsibility for general supervision of its contractors and any subcontractors for all work performed under the Agreement and shall be solely responsible for all procedures, methods, and work performed under the Agreement. The Licensee shall be responsible to the City for all acts or omissions of its contractors and subcontractors and any other person performing work 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 placement, repair, or reconstruction.

## **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 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 §11 shall constitute a discontinued use under §2.C.i of this Agreement.

## **15. LIMITATION OF RIGHTS**

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

## **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. 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 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. ATTACHMENTS**

The following attachments 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

**21. ORDER OF PRECEDENT**

This Agreement shall control the relationship of the Parties over any conflicting attachment.

— *Signature Page Follows* —

**22. 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**  
Dave Farrington  
CityPlace Partners, LLC

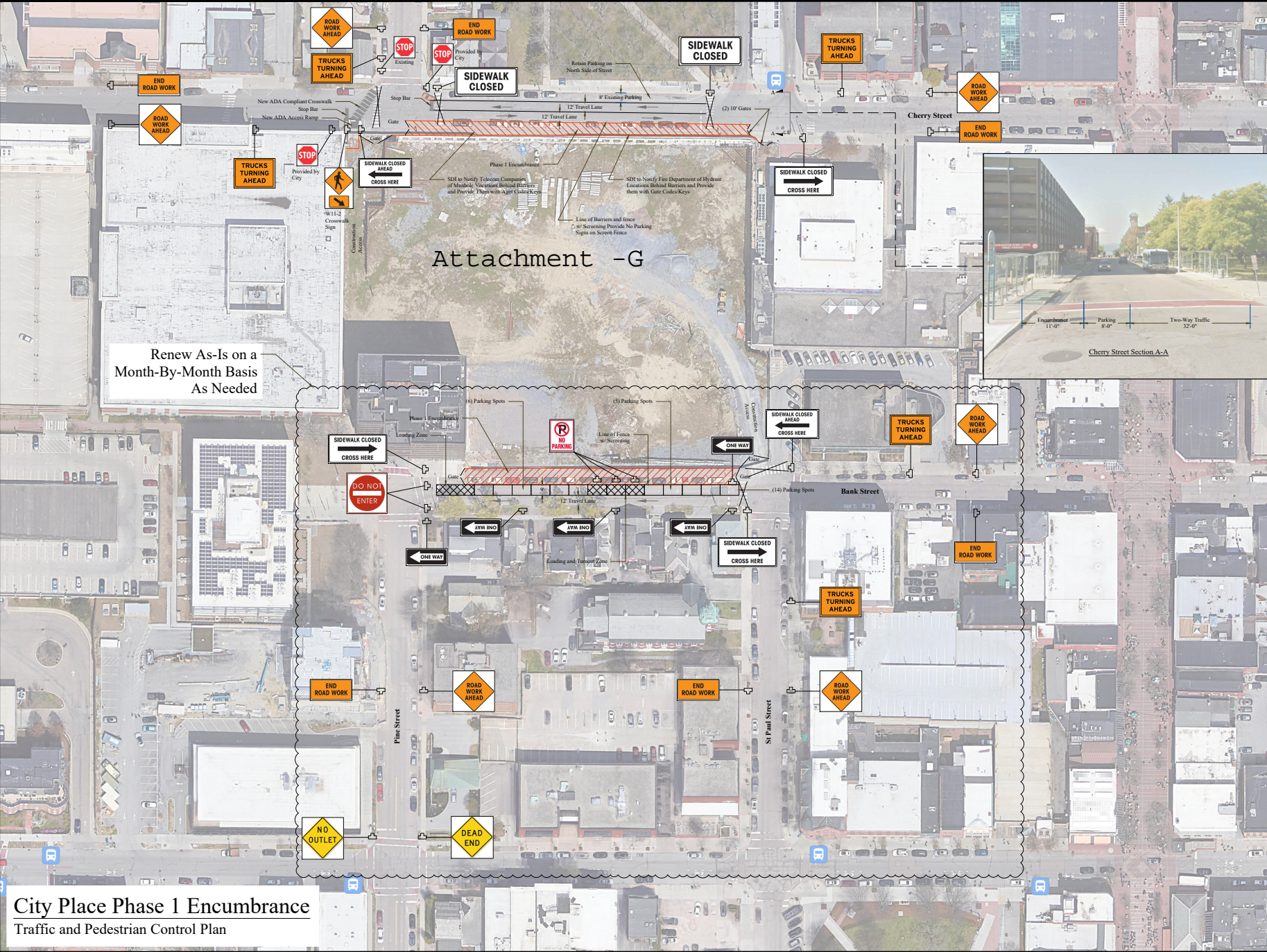
By: DCF2  
Dave Farrington

Date: 10/31/22

**CITY OF BURLINGTON**  
Mayor Miro Weinberger

By: [Signature]  
Mayor Miro Weinberger  
Duly Authorized

Date: 10/26/22



Attachment -G

**City Place Phase 1 Encumbrance**  
 Traffic and Pedestrian Control Plan

**Approval Stamp:**  
 The Underigned has reviewed this drawing and is returning it to S.D. Ireland with the following approval for fabrication & shipment:

Approved  
 Approved as Noted  
 Approved as Noted (Resubmit for Record)  
 Revise and Resubmit

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Please Print)

Company: \_\_\_\_\_

\* Please note that revisions may affect pricing and lead times.

Rev.	Date	By	Description
1	10/11/22	MW/A	Rev per Comments
2	01/15/23	LM/EA	Notes and Section Added

Project Name:	City Place Burlington
Project Location:	Burlington, VT
Drawing Title:	Ph 1 Traffic Control Plan
Job #:	
Scale:	N.T.S.
Date:	02/14/23
Page:	1 of 1



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

The City of Burlington, Vermont, Dept. of Public Works Encumbrance Application  
Dept., 645 Pine Street, Burlington, VT 05401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**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](http://www.burlingtonvt.gov)

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**MEMORANDUM**

TO: License Committee/City Council

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: March 19, 2025

CC: Chapin Spencer, Director of Public Works.  
Laura Wheelock, P.E.; Division Director, City Engineer  
Peter Procaccio, P.E., Sr Public Works Engineer.  
Jackie Esperti, Public Works Traffic Division, Manager

RE: Department of Public Works –266 College Street– Encumbrance Permit Request

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**Request**

The applicant, ReArch Companies Inc., is requesting approval from the Licensing Committee for long-term obstruction of the public sidewalk and parking stall on the west side of S. Union Street, between College Street and Bradley Street, as well as occupying twenty one (21) meter parking spaces in the city owned parking lot adjacent to 266 College Street and City Market.

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**

The Department of Public Works received an application (REN 25-1) from ReArch Companies on February 11, 2025, requesting use of the public right of way to facilitate development on the old YMCA parcel located at 266 College until November of 2027. Work under the project will remove and reconstruct a portion of the building to be converted into housing units. In order to demolish and construct the building, the applicant will require use of the sidewalk and parking stalls on S. Union Street, for truck loading/unloading, and a support of excavation for the new building foundation.

Use of the city owned parking lot adjacent to downtown City Market will also be needed during construction. DPW staff, the owner of 266 College Street, and ReArch met with City Market in February of 2025 to discuss impacts to the area. During these conversations, it was agreed upon that a slip lane for traffic existing out to S. Union Street will be maintained in an effort to minimize disruptions to a highly trafficked destination for Burlington.

The permit applicant proposed a reduced meter fee, typically billed under maximum daily meter rate, in exchange for the resurfacing of the existing parking lot, estimated at \$75,000 value. The value in exchange for pavement resurfacing on the city owned parking lot will be deducted from the annual meter fee in FY27.

This construction encumbrance permit and license agreement will allow the contractor to use the City Parking Lot adjacent to 266 College Street, as well as the sidewalk and parking stall on the west side of S. Union Street as a staging and laydown area throughout construction. This will allow the project to advance as quickly as possible while minimizing disturbance as much as reasonably possible to the general public.

The City included requirements for posting notice for the lot prior to and following the encumbrance of these spaces for construction. There are currently 21 hourly spaces in the parking lot, and 12 spaces in the southern side of South Union Street in front of the property. All of these spaces are metered parking. Should the opportunity arise where use of the public metered parking is not needed by the contractor, the spaces will be returned to public use.

### **Recommendation**

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

### **Attachments**

- A. Encumbrance Permit Application
- B. DPW Recommendation Form
- C. Site Plan
- D. Encumbrance and Meter Fees
- E. Certificate of Insurance

### **Motions:**

#### **License Committee:**

“To approve and recommend that the City Council approve the Encumbrance Application for the parking lot located off S. Union Street, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 266 College Street for construction activities and equipment staging, 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 and License Agreement for the parking lot located off S. Union Street, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 266 College Street for construction activities and equipment staging, 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.”

An Equal Opportunity Employer

*This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).*

## ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

ReArch Company Inc.  
88 Technology Parkway, Suite 2, 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 ReArch, Company Inc., a domestic business corporation located at 88 Technology Parkway, 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 the property located 266 College Street. Licensee has submitted a construction encumbrance application seeking the continued occupation of city right-of-way on College Street, S. Union Street, and adjacent city owned parking lot for construction activities. According to Licensee’s application, the construction staging area will cover a 15,866 square foot area of the public right-of-way, split between the city owned parking lot which contains 21 Parking spaces to the north of the 266 College Street parcel, the College Street sidewalk and the west side of S. Union St adjacent to the parcel.
- 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, parking meter fees, 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 street and sidewalk right-of-way on the north side of College Street and west side of South Union Street and the City owned parking lot adjacent to 266 College Street.
- E. “Property”** means the commercial building lot located at 266 College Street in Burlington, Vermont, inclusive of the construction activities that are the subject of this Agreement.

### 3. EFFECTIVE DATE AND TERM

- A. Effective Date.** 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 11/11/2027.
- 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 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 curbing, greenbelt and adjacent roadway to the property.
  - v. Renewal.** This agreement shall be renewable annually for the agreed term dates of the project for a one (1) year term provided that Licensee submits a timely annual renewal application including any information reasonably requested by the City and 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 use 15,866 square feet the city right of way including the city parking lot north of the 266 College property with a ten foot (10') vehicular pass through adjacent to the neighboring laundry mat. The sidewalk and metered parking will be obstructed on the west side of S. Union Street, as well as the sidewalk on College Street adjacent to the premise for the term set forth in §2.B of this Agreement. Licensee may use and maintain the city sidewalk, street, and city parking lot within the city's right-of-way which must be maintained and placed exactly as described in the plan approved by the Department of Public Works as detailed in Attachment-C

## 5. LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice in the event DPW determines that the public safety, health and or welfare require such supplemental conditions:

- A. Licensee shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the property due to activities related to the uses for which this encumbrance is permitted.
- B. Licensee shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. Licensee shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris. Licensee shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. Licensee shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of Licensee.
- C. Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction area, pertaining to entering and exiting of neighboring lots, and clear line of site must be maintained to unobstruct the vision of motor vehicles and motorist.
- D. Licensee shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises and the associated construction site and related construction activities. Licensee shall erect proper signage to redirect pedestrians safely from the Premises. Licensee shall submit a traffic control plan for pedestrians, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such pedestrian traffic. Licensee shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. Licensee shall submit a traffic control plan for vehicles, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such vehicular traffic. Licensee shall take all additional reasonable activities requested by DPW to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. DPW reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by Licensee to implement those changes.
- E. Licensee shall protect all the utilities located on, about, adjoining, and adjacent to the Premises and shall protect all utilities regardless of their proximity to the Premises from all manner of harm and damage caused by activities conducted on or about or in connection with Licensee use of the Premises. ReArch shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. Licensee shall take all additional reasonable activities requested by DPW to protect such utilities.
- F. Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. Licensee Without limiting Licensee's general indemnification and defense obligations hereunder, Licensee shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup

arising out of or in connection with said hazardous or toxic materials or contaminants upon said premises caused by ReArch.

- G.** Licensee shall be responsible for removing, hauling and properly disposing any accumulated snow or ice on the Premises, or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods.
- H.** Licensee shall be responsible for the maintenance and associated repair of approximately 3240 square feet of the street and sidewalk on College St, approximately 2736 square feet of South Union Street and approximately 21 parking spaces in the City owned lot and sidewalk areas to the north of 266 College parcel.
- I.** If Licensee fails to complete the planned public improvements for restoration of encumbered city right of way, Licensee shall be responsible for all associated costs in restoring the street and sidewalk to conditions approved by the DPW

## **5. PAYMENT FOR LICENSE**

**A. License Fee Term.** Licensee shall pay the City an annual encumbrance fee, as described in Terms.

**B. Initial License Fee Term.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning 3/31/2025 and ending 04/30/2026.

**C. Parking Meter Fee.** Licensee shall pay all associated calculated parking meter fees for obstructed and or encumbered parking meter fees as detailed in Attachment-D.

## **A. INSURANCE**

**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 \$100,000 each occurrence, \$300,000 aggregate.

**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.

- D. 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.
- E. 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.
- F. 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.

## **6. 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.

## **7. 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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 §14 shall constitute a discontinued use under §3C.i of this Agreement.

#### **13. LIMITATION 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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:** Encumbrance and Meter Fee Revenue

**Attachment E:** Certificate of Insurance.

#### **19. ORDER OF PRECEDENT**

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

**20. 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**  
[ReArch, Inc.]  
88 Technology Parkway, Suite 2 South Burlington, VT 05403

By: \_\_\_\_\_  
[ Bert DeLaBruere / President]

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Ben Roll / Vice President of Construction]

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[ Christa Vandevord / Chief Financial Officer]

Date: \_\_\_\_\_

**CITY OF BURLINGTON**  
**Mayor Emma Mulvaney-Stanak**

By: \_\_\_\_\_  
Mayor Emma Mulvaney-Stanak  
Duly Authorized

Date: \_\_\_\_\_

**REN-25-1**

ROW Encumbrance

Permit

Status: Active

Submitted On: 1/17/2025

**Primary Location**266 College Street  
Burlington, VT 05401**Owner**266 COLLEGE GREEN CASTLE  
LLC / SEIZAN CAPITAL  
COLLEGE STREET LLC  
267 PEARL STREET, UNIT 602  
BURLINGTON, VT 05401**Applicant**

Hunter Gomez  
 802-863-8727 ext. 236  
 hunterg@researchcompany.com  
 88 Technology Park Way  
Suite 2  
South Burlington, Vermont 05403

## Right-of-Way Encumbrance Application

**Type of Encumbrance Requested\***Long-Term Encumbrance (More than 60  
Days)**Encumbrance Description\*** 

Encumbrance of sidewalks (to south and east), street parking (to the south and east), and parking lot (to the north) of the 266 College street parcel to facilitate demolition and construction of the new facility. Work will include fencing, bulk demolition, support of excavations, material staging, and building construction.

**Location of Encumbrance \*** 

266 College Street, Burlington VT 05401

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)**

2.75

**Encumbrance Start Date**

02/11/2025



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: \_\_\_\_\_ DATE: 3/14/2025  
COMPANY NAME: ReArch Companies Inc. PHONE: 802-865-9093  
CONTACT NAME: Hunter Gomez EMAIL: Hunterg@researchcompany.com  
MAILING ADDRESS: 88 Technology Parkway, S. Burlington VT 05403  
LOCATION OF ENCUMBRANCE: 266 College Street

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

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

YES [ ] NO

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

YES [ ] NO

3. Additional Comments: \_\_\_\_\_

Occupation of City owned parking lot by City Market, South side of South Union Street including sidewalk, greenbelt, and parking stall. Sidewalk on College Street

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

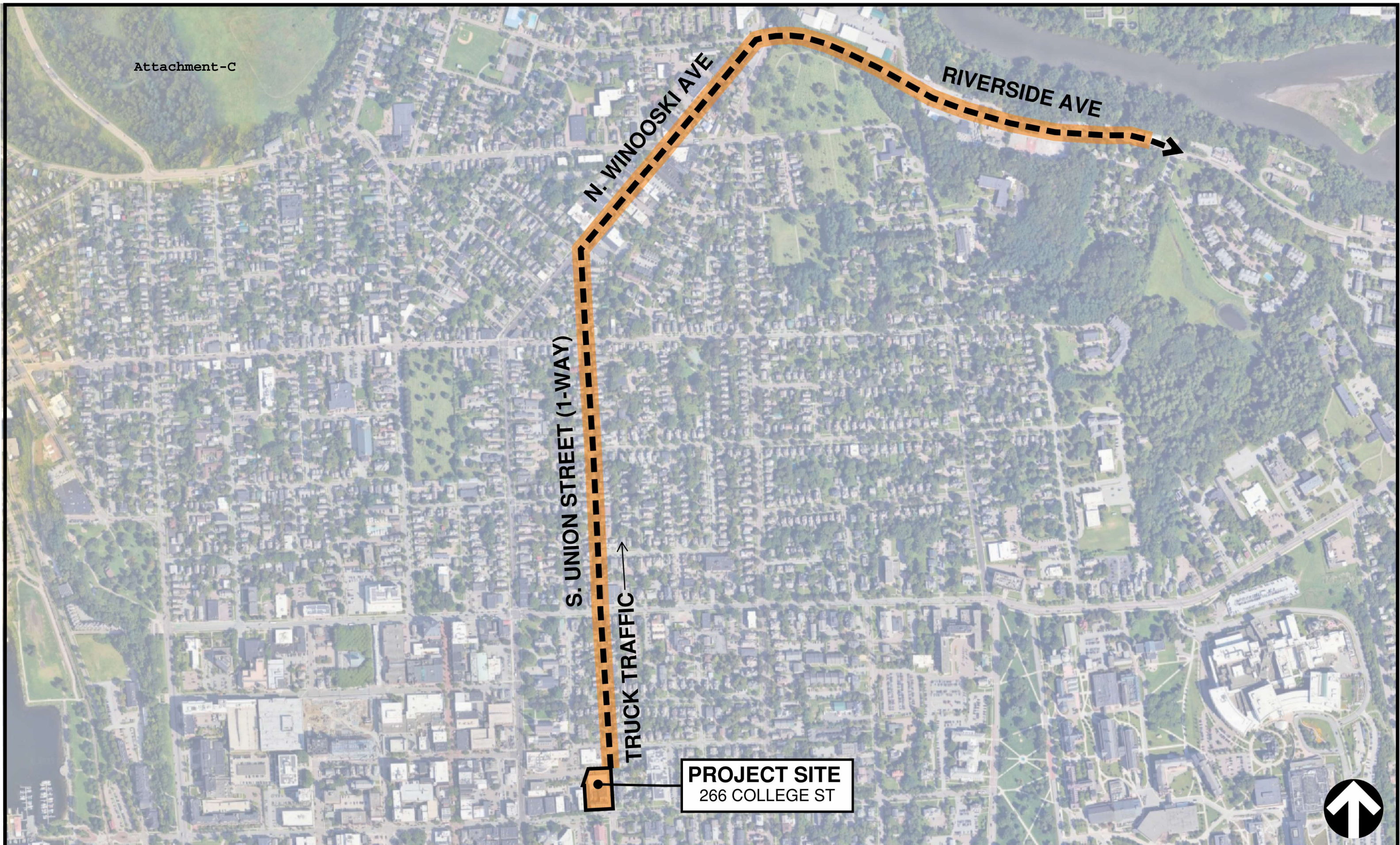
YES [ ] NO [ ]

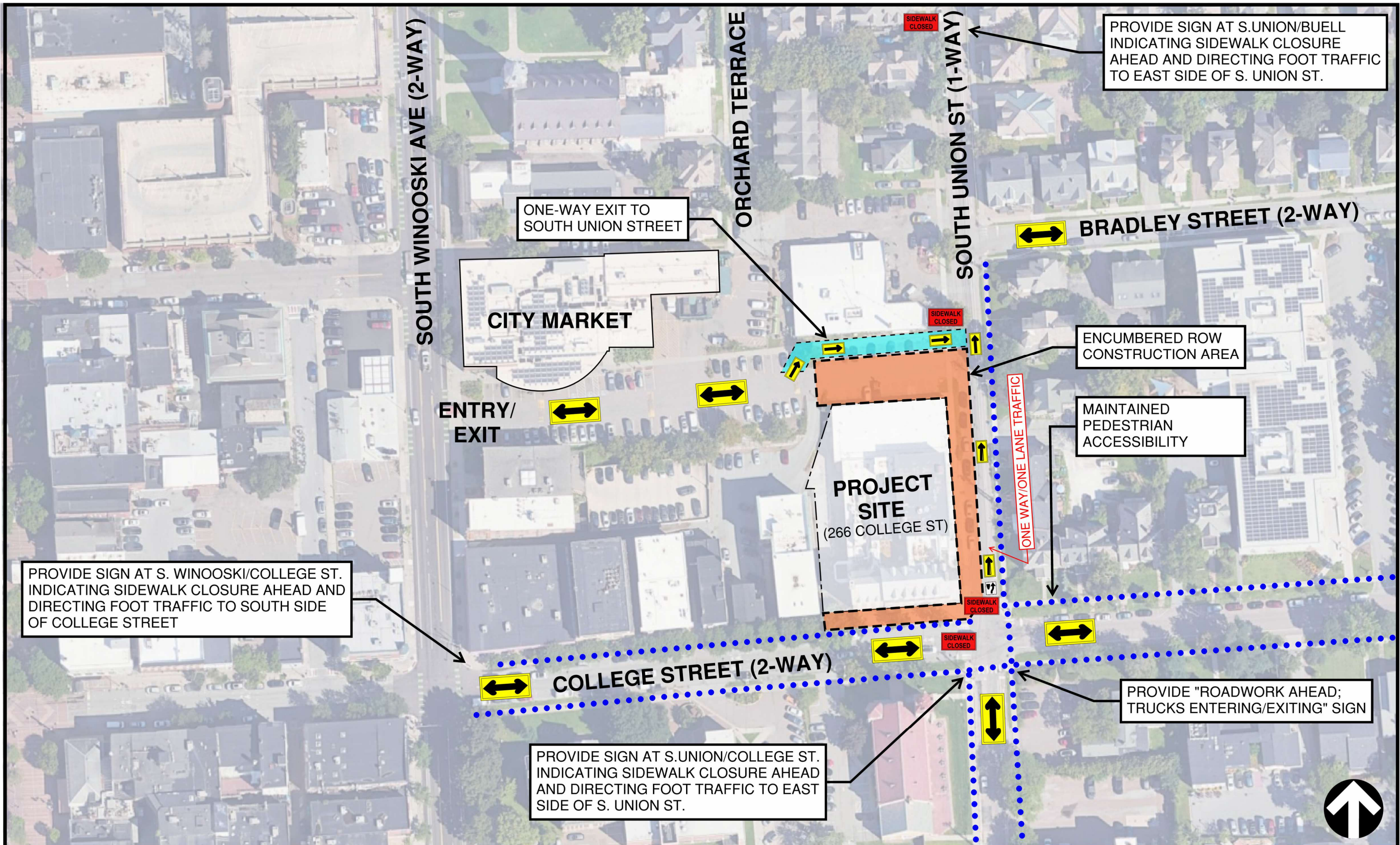
5. Describe the encumbrance, including square footage and location of items: \_\_\_\_\_

Occupation of 15,866 sq. ft. city owned parking lot with construction materials, and equipment.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes  No [ ] If no, reason: \_\_\_\_\_  
Signature: Caleb Manna Date: 3/14/2025





PROVIDE SIGN AT S. UNION/BUELL INDICATING SIDEWALK CLOSURE AHEAD AND DIRECTING FOOT TRAFFIC TO EAST SIDE OF S. UNION ST.

ONE-WAY EXIT TO SOUTH UNION STREET

CITY MARKET

ENTRY/EXIT

PROJECT SITE  
(266 COLLEGE ST)

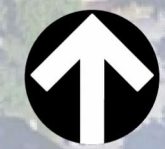
ENCUMBERED ROW CONSTRUCTION AREA

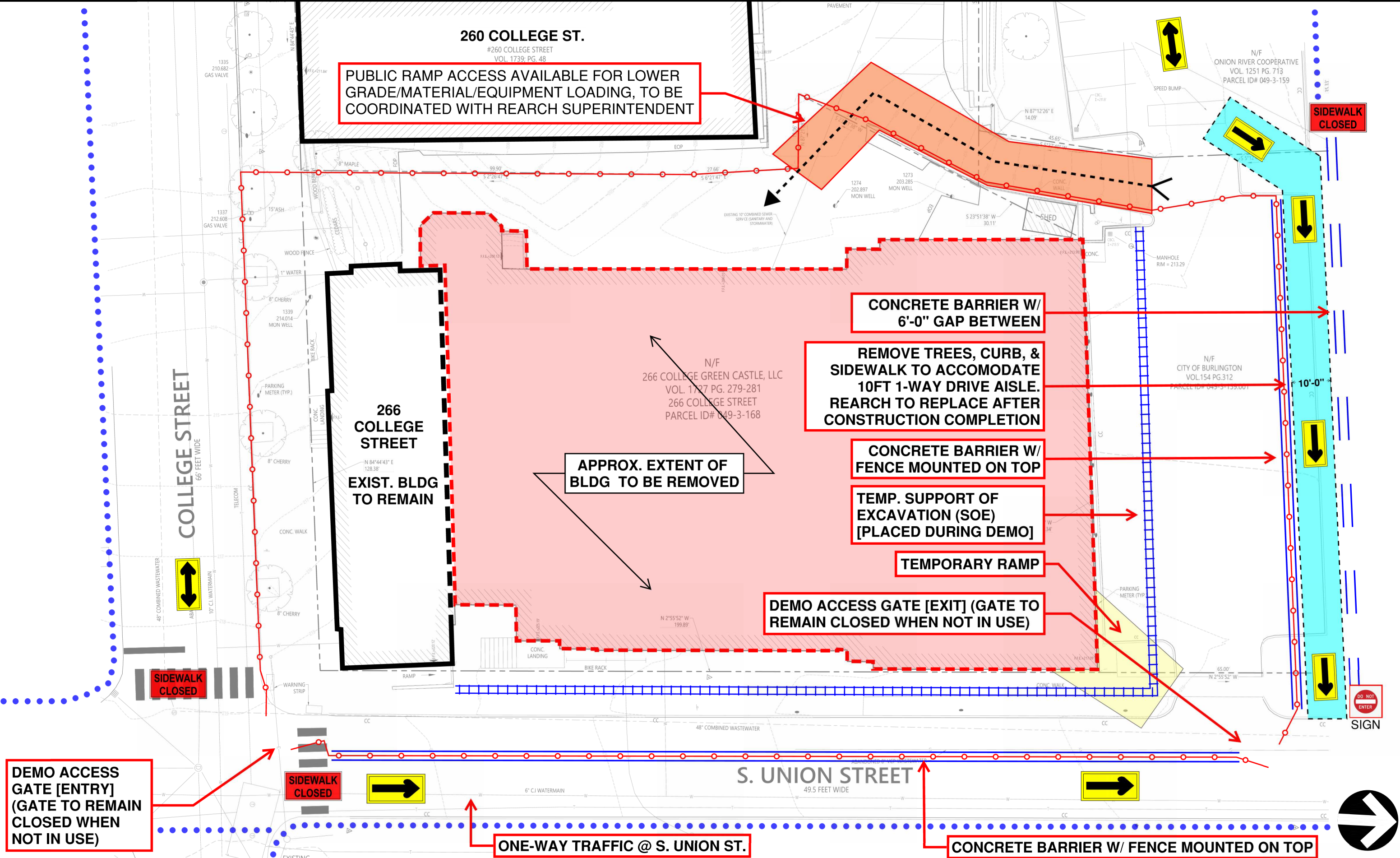
MAINTAINED PEDESTRIAN ACCESSIBILITY

PROVIDE SIGN AT S. WINOOSKI/COLLEGE ST. INDICATING SIDEWALK CLOSURE AHEAD AND DIRECTING FOOT TRAFFIC TO SOUTH SIDE OF COLLEGE STREET

PROVIDE "ROADWORK AHEAD; TRUCKS ENTERING/EXITING" SIGN

PROVIDE SIGN AT S. UNION/COLLEGE ST. INDICATING SIDEWALK CLOSURE AHEAD AND DIRECTING FOOT TRAFFIC TO EAST SIDE OF S. UNION ST.





**DEMO ACCESS GATE [ENTRY] (GATE TO REMAIN CLOSED WHEN NOT IN USE)**

**SIDEWALK CLOSED**

**SIDEWALK CLOSED**

**ONE-WAY TRAFFIC @ S. UNION ST.**

**DEMO ACCESS GATE [EXIT] (GATE TO REMAIN CLOSED WHEN NOT IN USE)**

**TEMP. SUPPORT OF EXCAVATION (SOE) [PLACED DURING DEMO]**

**CONCRETE BARRIER W/ FENCE MOUNTED ON TOP**

**REMOVE TREES, CURB, & SIDEWALK TO ACCOMODATE 10FT 1-WAY DRIVE AISLE. REARCH TO REPLACE AFTER CONSTRUCTION COMPLETION**

**CONCRETE BARRIER W/ 6'-0" GAP BETWEEN**

**APPROX. EXTENT OF BLDG TO BE REMOVED**

**266 COLLEGE STREET  
EXIST. BLDG TO REMAIN**

**COLLEGE STREET  
66 FEET WIDE**

**260 COLLEGE ST.**

**PUBLIC RAMP ACCESS AVAILABLE FOR LOWER GRADE/MATERIAL/EQUIPMENT LOADING, TO BE COORDINATED WITH REARCH SUPERINTENDENT**

**SIDEWALK CLOSED**

**DO NOT ENTER SIGN**

**S. UNION STREET  
49.5 FEET WIDE**

**CONCRETE BARRIER W/ FENCE MOUNTED ON TOP**

ACCESS RAMP TO BE TEMPORARILY CLOSED FOR FOUNDATION EXCAVATION & PLACEMENT IN THIS LOCATION IN COORDINATION W/ DPW & NEIGHBORING TENANTS

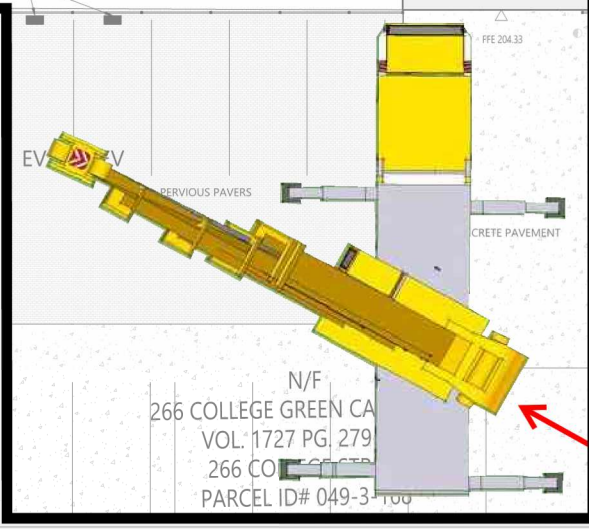
PUBLIC RAMP ACCESS AVAILABLE FOR LOWER GRADE/MATERIAL/EQUIP. LOADING, TO BE COORDINATED WITH REARCH SUPERINTENDENT

N/F ONION RIVER COOPERATIVE VOL. 1251 PG. 713 PARCEL ID# 049-3-159

SIDEWALK CLOSED

MATERIAL STOCKPILE LOCATION

N/F CITY OF BURLINGTON VOL. 154 PG. 312 PARCEL ID# 049-3-159-001



CRANE LOCATION FOR CONTRACT & STRUCTURAL STEEL PLACEMENT

TEMP. SUPPORT OF EXCAVATION (SOE) [PLACED DURING DEMO]

PANEL STAGING & UNLOADING [ONE WAY ACCESS TO THE NORTH]

DEMO ACCESS GATE [EXIT] (GATE TO REMAIN CLOSED WHEN NOT IN USE)

266 COLLEGE STREET

PROPOSED RESIDENTIAL ADDITION 79 TOTAL UNITS

COLLEGE STREET

S. UNION STREET

ONE WAY

DEMO ACCESS GATE [ENTRY] (GATE TO REMAIN CLOSED WHEN NOT IN USE)

SIDEWALK CLOSED

SIDEWALK CLOSED

ONE-WAY TRAFFIC @ S. UNION ST.

CONCRETE BARRIER W/ FENCE MOUNTED ON TOP

DO NOT ENTER SIGN

**260 COLLEGE ST.**

#260 COLLEGE STREET  
VOL. 1739; PG. 48

**PUBLIC RAMP ACCESS AVAILABLE FOR LOWER GRADE/MATERIAL/EQUIPMENT LOADING, TO BE COORDINATED WITH REARCH SUPERINTENDENT**

**SIDEWALK CLOSED**

**STORAGE CONTAINERS**

**CRANE LOCATION FOR CONTRACT & STRUCTURAL STEEL PLACEMENT**

**PANEL STAGING & UNLOADING [ONE WAY ACCESS TO THE NORTH]**

**DEMO ACCESS GATE [EXIT] (GATE TO REMAIN CLOSED WHEN NOT IN USE)**

**MATERIAL STAGING AREA**

RECYCL. WASTE

**SIDEWALK CLOSED**

**SIDEWALK CLOSED**

**ONE-WAY TRAFFIC @ S. UNION ST.**

**CONCRETE BARRIER W/ FENCE MOUNTED ON TOP**

**DEMO ACCESS GATE [ENTRY] (GATE TO REMAIN CLOSED WHEN NOT IN USE)**

**260 COLLEGE ST.**

#260 COLLEGE STREET  
VOL. 1739; PG. 48

**PUBLIC RAMP ACCESS AVAILABLE FOR LOWER GRADE/MATERIAL/EQUIPMENT LOADING, TO BE COORDINATED WITH REARCH SUPERINTENDENT**

**CENTRAL AREA AVAILABLE FOR EXTERIOR FINISH WORK. STAGING TO COORDINATED W/ REARCH SUPERINTENDENT**

**STORAGE CONTAINERS**

**WASTE SHOOTS**

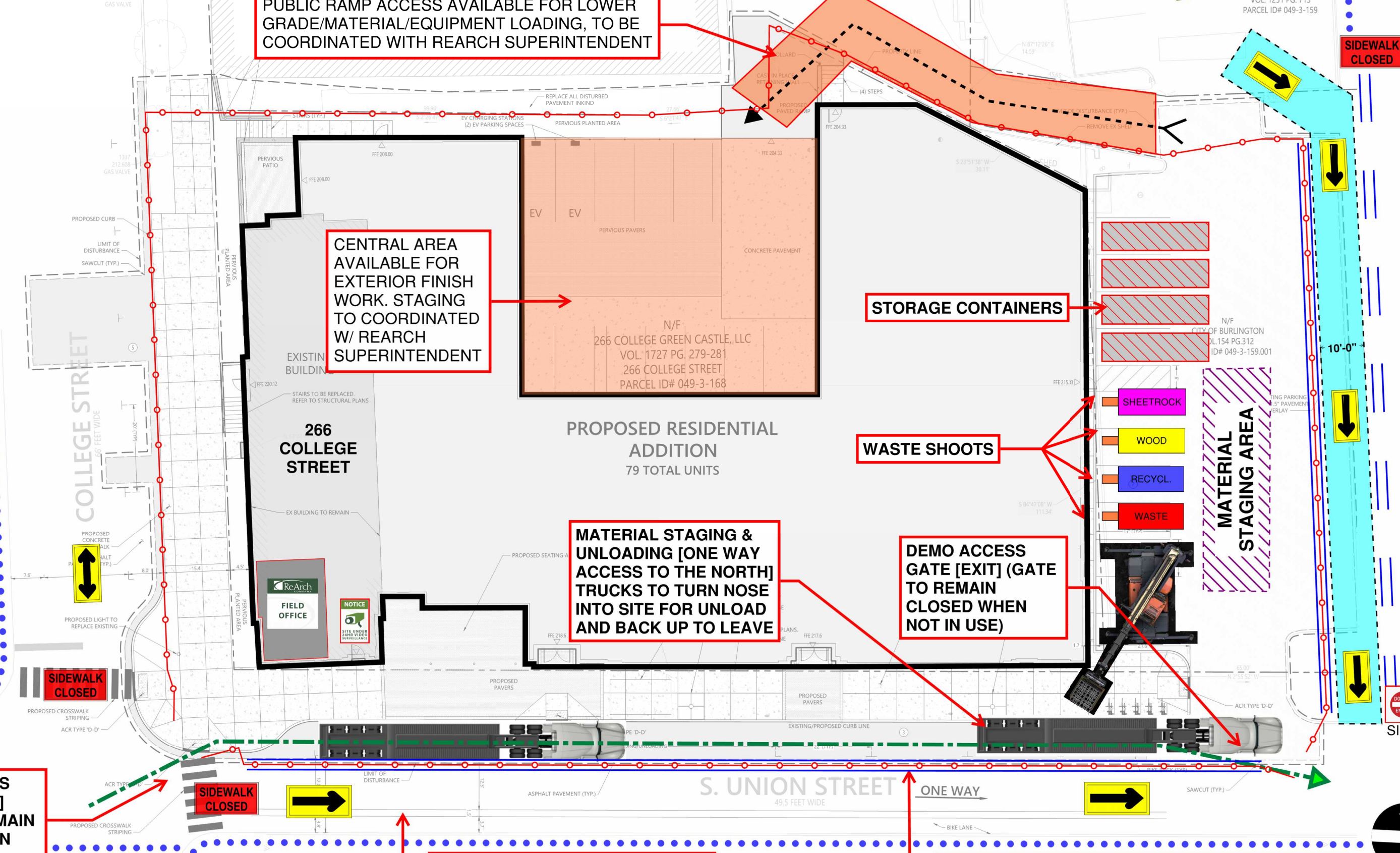
**MATERIAL STAGING & UNLOADING [ONE WAY ACCESS TO THE NORTH] TRUCKS TO TURN NOSE INTO SITE FOR UNLOAD AND BACK UP TO LEAVE**

**DEMO ACCESS GATE [EXIT] (GATE TO REMAIN CLOSED WHEN NOT IN USE)**

**DEMO ACCESS GATE [ENTRY] (GATE TO REMAIN CLOSED WHEN NOT IN USE)**

**ONE-WAY TRAFFIC @ S. UNION ST.**

**CONCRETE BARRIER W/ FENCE MOUNTED ON TOP**





## DESCRIPTIONS (Continued from Page 1)

(06/95). Workers Compensation Blanket Waiver of Subrogation where required by written contract or agreement per Form WC000313 (04/84) except for New Hampshire which is not permitted by state law. Umbrella/Excess Liability is Follow Form. Notice of Cancellation is 30 Days EXCEPT for Non-Payment which is 10 days.

RE: 266 College Street. City of Burlington, Vermont is named as Additional Insured with respect to the General Liability. Notice of Cancellation is 30 Days EXCEPT for Non-Payment which is 10 days.

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Rearch Company, INC for the use of 4976 square feet and 21 parking spaces of public right-of-way at 266 college. 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.

Rearch Company, Inc is requesting this permanent encumbrance on the west side of Union Street, North side of College Street, and the Burlington City owned paid parking lot located just North of the 266 property. Rearch Company, Inc. is refurbishing the property to now include housing, allowing the south facing building to remain unmodified. Rearch is also planning on reconstructing the adjacent sidewalks to comply with Burlington great street standards. During construction Rearch will be occupying majority of the Burlington paid parking lot, allowing for a one way pass through as not to obstruct traffic exiting from Burlington City Market onto south union. 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.

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](mailto:aschwencke@burlingtonvt.gov)

802-495-6176