



City Council - License Committee

Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/96896338563>

Phone one-tap:

+16469313860,,96896338563# US

Join via audio:

+1 646 931 3860 US

Webinar ID: 968 9633 8563

International numbers available: <https://zoom.us/u/aeaZSHX2R>

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: add to the consent agenda item 3.5. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action open Public Forum
 close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	3.2. UVM Commencement Permit - Friday, May 16 - Sunday, May 18, 2025 - BPD
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.3. Lake Champlain Dragon Boat Festival Permit - Saturday, August 2, 2025 and Sunday, August 3, 2025 - BPD
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Police Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.4. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Renewals as listed
Subject	3.5. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. 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

4. Deliberative Agenda

Subject	4.1. Indoor Entertainment Permit Application (2025-2026): Arts Riot, 400 Pine Street
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Indoor Entertainment Permit Application for Arts Riot, 400 Pine Street with all standard conditions
Subject	4.2. Outdoor Entertainment Permit Application (2025-2026): Arts Riot, 400 Pine Street
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Outdoor Entertainment Permit Application for Arts Riot, 400 Pine Street with all standard conditions
Subject	4.3. Special Event Outdoor Entertainment Permit Application (one day only): Switchback, lawn on brewery property at 160 Flynn Avenue, May 3, 2025, 12 pm - 9 pm, Green Up Vermont

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the one day only special event outdoor entertainment permit application for Switchback, lawn on brewery property at 160 Flynn Avenue, May 3, 2025, 12 pm - 9 pm, Green Up Vermont

Subject 4.4. Special Event Outdoor Entertainment Permit Application (every Friday from May 16 - August 29, 2025): South End Get Down, 377 Pine Street, 5 pm - 11 pm

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the special event outdoor entertainment permit application (every Friday from May 16 - August 29, 2025), South End Get Down, 377 Pine Street, 5 pm - 11 pm

Subject 4.5. Special Event Indoor and Outdoor Entertainment Permit Application (one day only): Plex Art Event, various locations and organizations, May 24, 2025

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the one day only special event indoor and outdoor entertainment permit application for Plex Art Event, various locations and organizations, May 24, 2025

Subject 4.6. Special Event Outdoor Entertainment Permit Application (one day only): South End Get Down, 98 North Avenue, Saturday, June 21, 2025, 5 pm - 10 pm

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the one day only special event outdoor entertainment permit application for South End Get Down, 98 North Avenue, Saturday, June 21, 2025, 5 pm - 10 pm

Subject **4.7. Special Event Outdoor Entertainment Permit Application (one day only): Rock and Roll Playhouse, 160 Flynn Avenue, various organizations, August 23, 2025, 12 pm - 10 pm**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the one day only special event outdoor entertainment permit application for Rock and Roll Playhouse, 160 Flynn Avenue, various organizations, August 23, 2025, 12 pm - 10 pm

Subject **4.8. Special Event Outdoor Entertainment Permit Application (two days only): The Pinery, Art Hop Event, September 5 - 6, 2025, 377 Pine Street**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the two day only special event outdoor entertainment permit application for The Pinery, Art Hop Event, 377 Pine Street, September 5 - 6, 2025

Subject **4.9. Special Event Outdoor Entertainment Permit Application (three days only): Oktoberfest, 377 Pine Street, September 18 - 20, 2025**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action approve the three day only special event outdoor entertainment permit application for Oktoberfest, 377 Pine Street, September 18 - 20, 2025

Subject **4.10. Special Event Outdoor Entertainment Permit Application (one day only): PoutineFest USA, 377 Pine Street, September 28, 2025, 11:30 am - 4:30 pm**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type	Action
Recommended Action	approve the one day only special event outdoor entertainment permit application for PoutineFest USA, 377 Pine Street, September 28, 2025, 11:30 am - 4:30 pm
Subject	4.11. 177 Church Street - Encumbrance Application - Parklet for Outdoor Seating - DPW
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for Nomads VT, LLC, for the installation and use of an outdoor seating parklet at 177 Church Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney’s Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025
Subject	4.12. 174 South Winooski Avenue - Encumbrance Permit Request - DPW
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for the sidewalk on the east side of South Winooski Street, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney’s Office
Subject	4.13. 111 St. Paul Street - Encumbrance Application - Parklet for Outdoor Seating - DPW
Meeting	April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for Devil takes a Holiday, LLC, for the installation and use of an outdoor seating parklet at 111 St. Paul Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney’s Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025

Subject **4.14. 266 College Street - Permanent License Agreement for Building Amenities - DPW**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action to approve and recommend that the City Council approve the Encumbrance Application for Greencastle Group LLC, requesting use of the City right-of-way for permanent building amenities, and authorize the Mayor and Director of Public Works to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby

Subject **4.15. 260, 266 College Street & 89 South Union Street - Easement Clarification Agreement - DPW**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action to approve and recommend that the City Council approve the Easement Agreement between The College Street Parties and the City, and authorize the Mayor and Director of Public Works to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby

5. Adjournment

Subject **5.1. Motion to adjourn**

Meeting April 23, 2025 - City Council License Committee Meeting - Wednesday, April 23, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn



125 APR 11 4:51:03

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATES OF EVENT: **FRIDAY, MAY 16 – SUNDAY, MAY 18 2025**

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

EVENT: **UVM COMMENCEMENT**

COORDINATOR/CONTACT INFO: **JASON LAWSON, UVM DEPUTY CHIEF, 802-656-3473**


PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE **4/8/2025**

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

ADDITIONAL INFORMATION:

- Group is authorized to close the following roadways:
 - * University Place between Main Street and Colchester Avenue (as of May 16th 0700)
 - * South Prospect Street from College Street to south side of University Health Center driveway (as of May 16th 1900)
 - * South Prospect Street from Colchester Ave to Main Street (Sunday May 18th 0500-1900)
 - * College Street closed from South Prospect Street to South Williams Street (Sunday May 18th 0500-1900)
 - * Main Street northern most westbound lane from University Heights Road to South Prospect Street (Sunday May 18th 0500-1900)
- Group shall open the street pursuant to a request from any Burlington Police Officer or Burlington Firefighter as it relates to a public safety response.
- Appropriate barricades will be in place and supervised at all times while in place, at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city and state ordinances.
- Any litter will be removed at the end of the event.
- Burlington Parking Department must be contacted regarding this planned street closure. Parking meters within street closure must be bagged and signs posted by 6:00PM the night before to be valid. Send email to: Postednoparking@burlingtonvt.gov – message must include who, when and where posted.

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

SIGNATURE  DATE 4/10/25 PHONE (802) 363-5016

ADDRESS 12 Centennial Woods Way Burlington, VT 05401

Copies to:

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



PERMIT

Pursuant to City Ordinance 27-6

DATE of EVENT: Saturday, August 2nd 2025
Sunday, August 3rd 2025

TIME: 12:00PM – 5:00PM
TIME: 8:00AM – 4:00PM

LOCATION: Waterfront Park

EVENT: Lake Champlain Dragon Boat Festival

ORGANIZATION: Dragon Heart VT

COORDINATOR: Vicky Drew <VickyD@dragonheartvermont.org>

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 3/14/2025

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

ADDITIONAL INFORMATION/CONDITIONS:

- An approved security company will be hired to check the identification documents of the “Cidar Tent” event attendees and assist with crowd control and / or potential evacuation.
- Each person serving alcohol or providing security for the event will have completed the DLC “Liquor Seminar” and will be clearly identified by uniform or placard as an employee or volunteer for the event.
- In the event of an emergency the group will have designated volunteers or private security employees to notify the guests of the pre-planned evacuation strategy and staging locations.
- Must obtain outdoor consumption permits from DLC/Local Control Committee.
- Event will not block, obstruct, or interfere with pedestrian or vehicle traffic, Bike Path or Lake Street, unless otherwise arranged with the Parks Department
- Event will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Event will comply with all local, State, and Federal laws.
- Event shall contract with BPOA for (3) Three extra duty police officers as agreed upon for traffic and security. The event is expected to draw 4,000+ spectators; 200 volunteers; 1,500 racers and multiple entertainers. One officer shall be located at the intersection of Lake & College Street for the duration of the event. Two officers shall provide security in Waterfront Park.
- Event shall obtain a permit from the Burlington Parks and Recreation Department and shall follow all conditions set forth.
- Depot Street will be open to ONE-WAY (northbound) traffic only-as egress. Uniformed security with radios will monitor each end of the street. Appropriate signage will be in place at each end of the 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 Vicky M. Drew DATE 3/31/25 PHONE 802-495-6103

ADDRESS 899 Dorset St., South Burlington, VT 05403

2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Wednesday, April 23, 2025
*******UPDATED*******

Tobacco:

Bern Gallery
Cumberland Farms #8018
Cumberland Farms #8019
J & M Groceries

Tobacco Substitute Endorsements:

Bern Gallery
Cumberland Farms #8018
Cumberland Farms #8019

2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Wednesday, April 23, 2025

Tobacco:

Cumberland Farms #8018

Cumberland Farms #8019

J & M Groceries

Tobacco Substitute Endorsements:

Cumberland Farms #8018

Cumberland Farms #8019

2025-2026 Indoor/Outdoor Entertainment License Renewals
City Council License Committee Meeting, Wednesday, April 23, 2025

Indoor Entertainment License:

Burlington Beer Company
Drink
Mr. Mikes Pizza/Sidebar
Orlando's Bar & Lounge
Ruben James
Spiral House Collective
What Ales You

Outdoor Entertainment License:

Burlington Beer Company
Junks Tea House
Main Street Landing



ELI-55

Entertainment License -
Indoor

Status: Active

Submitted On: 3/17/2025

Primary Location

400 Pine Street
Burlington, VT 05401

Owner

HOWARD SPACE PARTNERSHIP
LLP
28 HOWARD STREET, UNIT 302
BURLINGTON, VT 05401

Applicant

Craig Wilkinson
 802-341-0991
 riothospitality@gmail.com
 76 Faith Street
Burlington, vt 05408

Establishment Information

New

Establishment Name (DBA) *

Riot Hospitality

Establishment Street Address*

400 Pine Street

INDOOR

Establishment City, State Zip*

Burlington, VT, 05401

Establishment Phone*

802-341-0406

Establishment Owner (Legal Name) *

Riot Hospitality

Legal Owner Mailing Street Address*

7 Powhatan Way

Legal Owner Mailing City, State Zip*

Hackettstown, NJ 07840

Contact Person Name*

Craig Wilkinson

Contact Email Address*

riothospitality@gmail.com

Contact Phone*

802-341-0991

Application Information

Occupant Load*

280

Number of Restrooms*

8

Number of Egresses*

7

Date of Last Fire Safety Inspection*

03/17/2025

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music



Live Vocal Music



Jukebox / Boom Box / Ipad



Disc Jockey



Karaoke



Floor/Stage Show Entertainment



Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition



Readings



Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other ?

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Indoor Entertainment Hours

Sunday Start Time*

10:00 AM

Sunday End Time*

12:00 Midnight

Monday Start Time*

4:00 PM

Monday End Time*

1:00 AM

Tuesday Start Time*

4:00 PM

Tuesday End Time*

1:00 AM

Wednesday Start Time*

4:00 PM

Wednesday End Time*

1:00 AM

Thursday Start Time*

4:00 PM

Thursday End Time*

1:00 AM

Friday Start Time*

4:00 PM

Friday End Time*

1:00 AM

Saturday Start Time*

12:00 Noon

Saturday End Time*

1:00 AM

Changes or Corrections to your License Application

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

*

Yes

Please enter any changes to entertainment types, or days/hours of operation here.*

New owners of the business at 400 Pine Street starting in July 2025

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Craig Wilkinson
Mar 17, 2025

Certification

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

Craig Wilkinson
Mar 17, 2025

Attachments



2025-07-01 Lease Agreement.pdf

2025-07-01 Lease Agreement.pdf

Uploaded by Craig Wilkinson on Mar 17, 2025 at 2:39 PM

Record Activity

riothospitality@gmail.com started a draft Record	03/17/2025 at 1:49 pm
Craig Wilkinson added file 2025-07-01 Lease Agreement.pdf	03/17/2025 at 2:39 pm
Craig Wilkinson submitted Record ELI-55	03/17/2025 at 2:39 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-55	03/17/2025 at 2:39 pm
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-55	03/17/2025 at 2:39 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk's Office Review	3/17/2025, 2:39:23 PM	-	Lori Olberg	-	Active
💰 Entertainment Fee Payment	-	-	Craig Wilkinson	-	Inactive
✓ Fire Marshal Review	-	-	-	-	Inactive
✓ Review Proposed Changes to Entertainment Types and/or Operating Hours	-	-	-	-	Inactive
✓ City Council Approval	-	-	-	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
 Indoor Entertainment License Issuance	-	-	-	-	Inactive

ELO-37

Entertainment License -
Outdoor

Status: Active

Submitted On: 4/17/2025

Primary Location

400 Pine Street
Burlington, VT 05401

Owner

HOWARD SPACE PARTNERSHIP
LLP
28 HOWARD STREET, UNIT 302
BURLINGTON, VT 05401

Applicant

 Craig Wilkinson
 802-341-0991
 riothospitality@gmail.com
 76 Faith Street
Burlington, vt 05408

New

Establishment Information

Establishment Name (DBA) * 

The District

Establishment Street Address*

400 Pine Street

Establishment City, State Zip*

Burlington, VT, 05401

Establishment Phone* 

802-540-0406

OUTDOOR

Establishment Owner (Legal Name) * 

Riot Hospitality

Legal Owner Mailing Street Address*

7 Powhatatan Way

Legal Owner Mailing City, State Zip*

Hackettstown, NJ, 07840

Contact Person Name* 

Craig Wilkinson

Contact Email Address*

riothospitality@gmail.com

Contact Phone* 

802-341-0991

Application Information

Amplified Music*

Yes

Dancing by Patrons*

No

Date of Last Fire Safety Inspection*

03/18/2025

Outdoor entertainment Types; Check all that Apply

Live Instrumental Music

Live Vocal Music

Jukebox / Boom Box / Ipod

Disc Jockey

Karaoke

Floor / Stage Show Entertainment

Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition

Readings

Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other ?

Outdoor Entertainment Proposed Days; Check all that Apply

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Outdoor Entertainment Hours

Sunday Start Time*

9:00 AM

Sunday End Time*

11:00 PM

Monday Start Time*

9:00 AM

Monday End Time*

11:00 PM

Tuesday Start Time*

9:00 AM

Tuesday End Time*

11:00 PM

Wednesday Start Time*

9:00 AM

Wednesday End Time*

11:00 PM

Thursday Start Time*

9:00 AM

Thursday End Time*

11:00 PM

Friday Start Time*

9:00 AM

Friday End Time*

11:00 PM

Saturday Start Time*

9:00 AM

Saturday End Time*

11:00 PM

Changes or Corrections to your License Application

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

*

Yes

Please enter any changes to entertainment types, or days/hours of operation here.*

New Application

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I attest that I have read the standard permit conditions

Digital Signature*

Craig Wilkinson
Apr 17, 2025

Certification

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

Craig Wilkinson
Apr 17, 2025

Attachments

Record Activity

Craig Wilkinson started a draft Record	04/17/2025 at 9:33 am
Craig Wilkinson submitted Record ELO-37	04/17/2025 at 9:42 am
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELO-37	04/17/2025 at 9:42 am
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELO-37	04/17/2025 at 9:42 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk's Office Review	4/17/2025, 9:42:44 AM	-	Lori Olberg	-	Active
✓ Review Proposed Changes to Entertainment Types and/or Operating Hours	-	-	-	-	Inactive
💰 Entertainment Fee Payment	-	-	Craig Wilkinson	-	Inactive
✓ Fire Marshal Review	-	-	-	-	Inactive
✓ City Council Approval	-	-	-	-	Inactive
📄 Outdoor Entertainment License Issuance	-	-	-	-	Inactive



Fee \$25.00

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

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I
ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name Switchback Beerworks, Inc.
Switchback Brewing Co.
2. D/B/A (Business Name) 3. Bus. Phone 802-651-4114
4. Business Address 160 Flynn Ave., Burlington, VT
5. Mailing Address P.O. Box 4210, Burlington, VT 05495
6. Contact person Abbe Carroll 7. Contact Phone 802-651-4114
8. Email contact address abbe@switchbackvt.com

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event May 3rd, 2025
4. Proposed Hours for this Special Event 12pm-9pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Lawn on brewery property at 160 Flynn Ave

Handwritten notes: pdeh... 3091, 3/24/25, \$25.00

For this Proposed location please answer the following questions:

- a) Occupancy Load 500 b) # of Restrooms 3 c) # of Egresses 2
d) Date of last Fire/Safety Check 4/26/2024 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description A festival with live music to celebrate Green Up Vermont after the morning cleanup

Family friendly and fundraiser for Green Up Vermoont with amplified music,

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

DATE SIGNED: 3/21/2025

SIGNATURE OF APPLICANT Abbe Carroll

PRINT NAME: Abbe Carroll

RELATIONSHIP TO BUSINESS Director of Marketing

OFFICE USE ONLY

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

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

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



May 1, 2025 ---- April, 2026

Fee: \$25.00/event
Fee: ~~\$499.00~~
0

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Orleans Events, LLC
2. D/B/A (Business Name): South End Get Down; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: getdown@orleansevents.com

PART II OPERATION

*pdem #1100
to 1/23/25
\$400*

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Every Friday from May 16 - August 29, 2025**
4. Proposed Hours for this Special Event: **5-11pm. (Hours of operation, 5-9pm)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street. For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

The South End Get Down was another great success in the summer of 2024. We had more than 30,000 customers over 16 events, partnering with more than 45 local food/artist vendors throughout the summer. There were no issues with security of neighbors. Parking always seemed to go well with so many choosing to walk or bike, and neighboring businesses really benefited from the increase in local crowds on Friday night.

Max and Louie Orleans (Orleans Events, LLC) will operate the event again this year.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. This event will consist of 16-20 food trucks/vendors, 2 bars, and a local DJ. The event is focused on the food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic. We anticipate that this will be an event for the early evening, just after work for a Friday night sunset. We applied until 11pm to be safe, but anticipate the event ending between 9 and 9:30pm. Our hope is that patrons will walk to Church Street for the evening afterwards.

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

DATE SIGNED: 1/23/2025

SIGNATURE OF APPLICANT  _____

PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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



Fee \$25.00

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

CITY OF BURLINGTON SPECIAL EVENT ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name Tank Studio INC/Phineus Sonin/
Goldenjunk LLC/Burlington Bicycle Project
- 2. D/B/A (Business Name) Tank Recording Studio/Junktiques/Ratsmission/
Old Spokes Home 3. Bus. Phone (802) 870-0265 / (802) 865-9933 / (802) 868-4475
- 4. Business Address 392 N Winoski Ave / 324 N Winoski Ave /
314 N Winoski Ave / 331 N Winoski Ave, Burlington VT 05401
- 5. Mailing Address 322 N Winoski Ave / 328 N Winoski Ave / 331 N Winoski Ave,
Burlington VT 05401
- 6. Contact person Josephine Bunnell 7. Contact Phone (609) 836-2122
- 8. Email contact address bunnell.josephine@gmail.com

PART II OPERATION

- 1. Do you currently have a Liquor License? Yes or No pdm 214 \$25.00
- 2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
- 3. Proposed Date(s) for this Special Event May 24, 2025 lo 4/10/25
- 4. Proposed Hours for this Special Event set up: 12 pm - 5 pm
event: 5 pm - 12 am
- 5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Location at Tank Recording studio / Junktiques / Ratsmission /
Old Spokes Home AS WELL AS Archibald Street
between N. Winoski Ave and Hyde Street
For this Proposed location please answer the following questions:
 - a) Occupancy Load 269 indoor b) # of Restrooms 3 c) # of Egresses 6
> 250 outdoor
 - d) Date of last Fire/Safety Check 10.29.2024 e) Dancing by Patrons? Yes or No
 - f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description Plex is an immersive, indoor/outdoor art event
taking place in the Old North End of Burlington at locations
specified on page 1. There will be scheduled music and
dance performances as well as art installations and film
screenings. The festival will start at 5 p.m. with some
locations closing at 10 p.m. and one stage continuing
with music until 12 a.m. We have already submitted a
street closure permit for the section of Archibald.

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

DATE SIGNED: 04.09.2025

SIGNATURE OF APPLICANT 

PRINT NAME: Josephine Bunnell

RELATIONSHIP TO BUSINESS Event Organizer

OFFICE USE ONLY

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

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

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



May 1, 2025 ---- April, 2026

Fee: \$25.00/event

Fee: \$25

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Orleans Events, LLC
2. D/B/A (Business Name): South End Get Down; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: getdown@orleansevents.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Saturday, June 21st, 2025**
4. Proposed Hours for this Special Event: **5-10pm. (Hours of operation, 5-9pm)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
98 North Ave, Burlington VT 05401. This is the parking lot of Brian's Auto.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

*pdch #1051 \$25.00
lo 3/13/25*

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

For the second year in a row, The South End Get Down is teaming up with Brian's Auto to create an amazing family-friendly community event in the Old North End. We are using the same format as the South End Get Down (i.e., free entrance, lots of food/artist vendors, bar, music, lots of seating, etc.) which has been very successful and safe for the last three years. It will be mainly walking traffic, and we'll have bike parking too; so there won't be too much car parking.

Max and Louie Orleans (Orleans Events, LLC.) will operate the event.

There will be 6 food vendors in the parking lot, and a band and mobile bar truck. There will be artists in the garage bay doors. We will have snow fencing around the border of the event and create one opening for security to check IDs at the entrance. This will prohibit alcohol from leaving the event, or outside alcohol coming in. We put 999 as our capacity, but we will most likely only have 500-600 people there at any given time.

We applied until 10pm to be safe, but anticipate the event ending at 9pm sharp due to the neighborhood setting.

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

DATE SIGNED: 3/5/2025

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

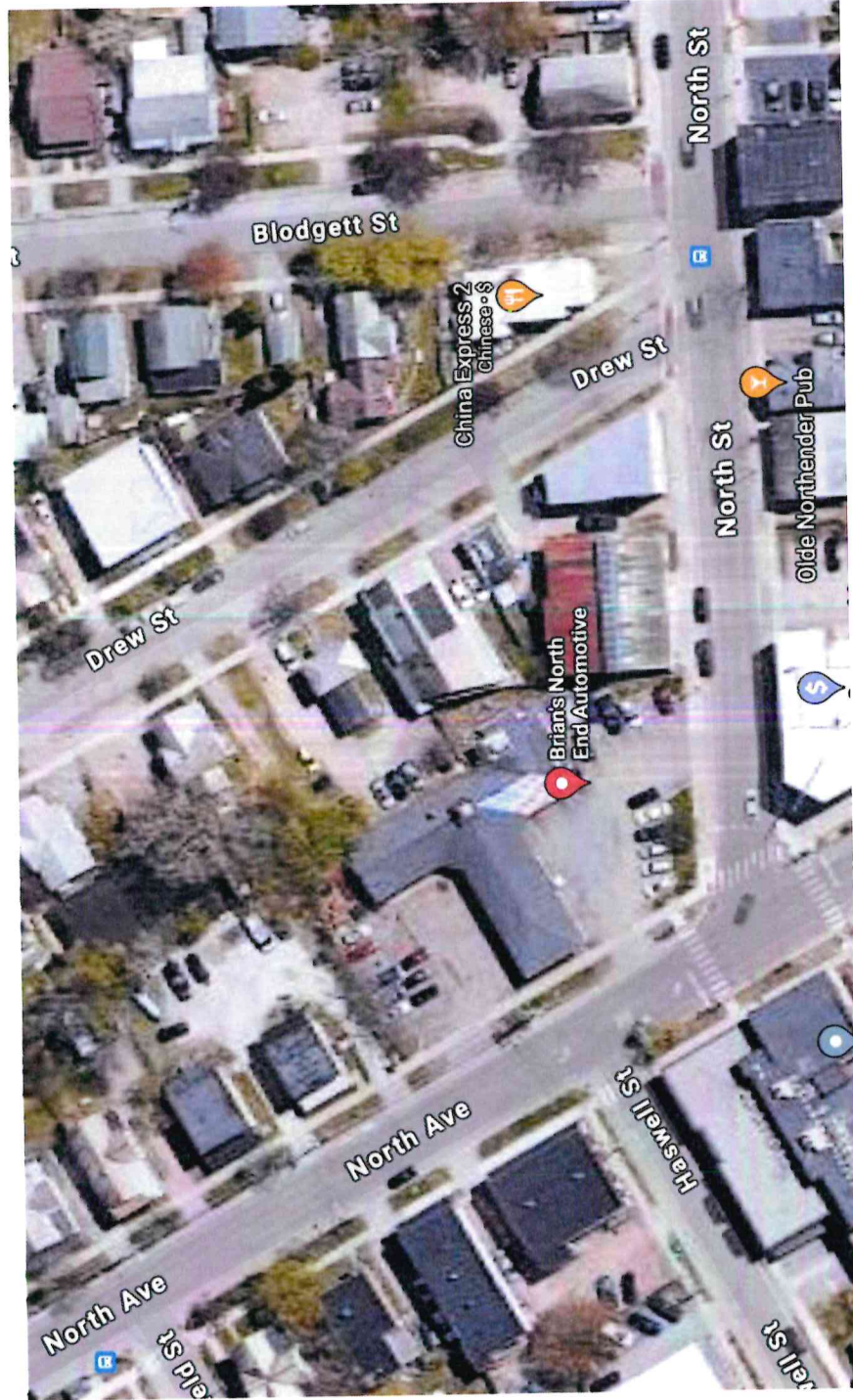
At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



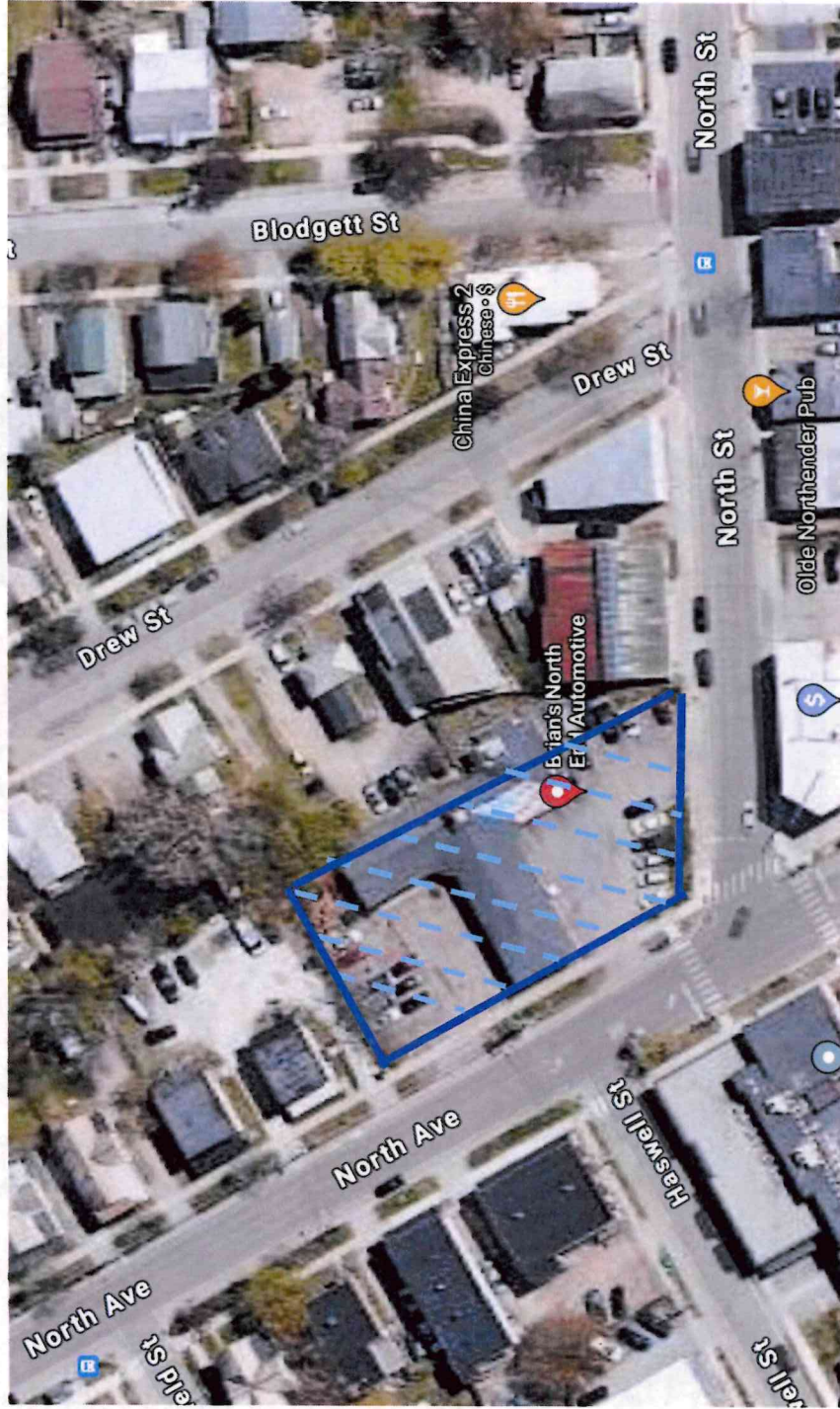
Brian's Auto x Get Down

Saturday
June 21, 2025
5-9pm

Site Map 1

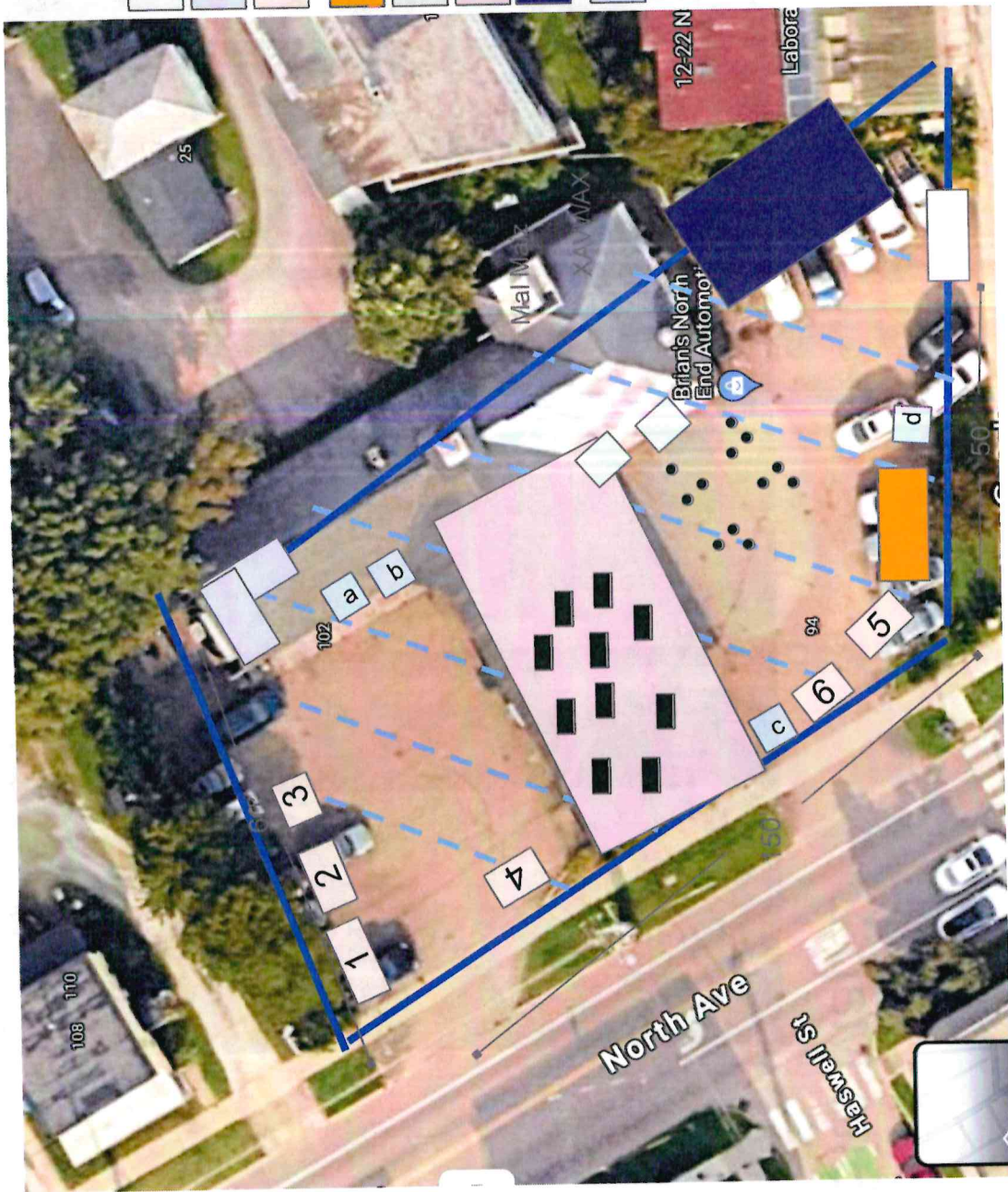


Site Map 2

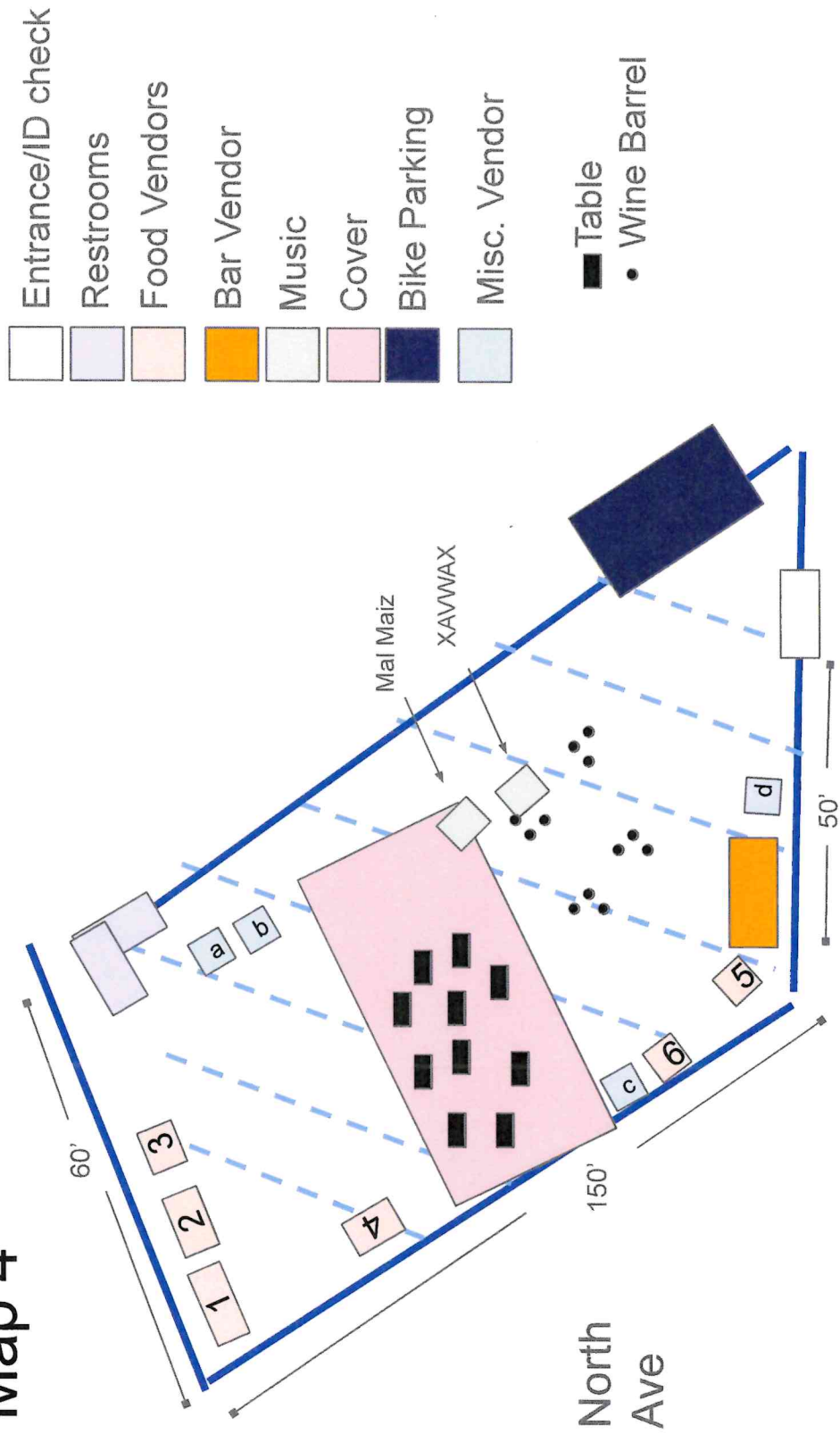


Site Map 4

- Entrance/ID check
- Restrooms
- Food Vendors
- Bar Vendor
- Music
- Cover
- Bike Parking
- Misc. Vendor
- Table
- Wine Barrel



Site Map 4





Fee \$25.00

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

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I
ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name... JRS Corp / ELM3 Productions LLC / Switchback Beerworks LLC
2. D/B/A (Business Name) ElmThree Productions/Ake's Place... 3. Bus. Phone 732-948-1834
4. Business Address 134 Church St, Burlington (Ake's) PO Box 432, Winooski VT 05404 (ElmThree)
5. Mailing Address 134 Church St, Burlington (Ake's) PO Box 432, Winooski VT 05404(ElmThree)
6. Contact person Ed Maier 7. Contact Phone 732-948-1834
8. Email contact address ed@elmthree.com

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes - JRS Corp and Switchback
2. Do you currently have an Entertainment Permit/Special Event Permit? No
3. Proposed Date(s) for this Special Event 8/23/25
4. Proposed Hours for this Special Event 12pm - 10pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Switchback Brewing Co. 160 Flynn Ave, Burlington, VT 05401

Handwritten notes: pdch #1892, 3/21/25, \$25.00

For this Proposed location please answer the following questions:

- a) Occupancy Load 1700 b) # of Restrooms 15 c) # of Egresses 4
d) Date of last Fire/Safety Check - 4/9/2024 e) Dancing by Patrons? Yes
f) Amplified Music? Yes g) Will additional staff and/or security be required? Yes

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description Rock and Roll Playhouse to start for kids and reggae music the rest of the day

Attached please see site plan

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

DATE SIGNED: 3/20/25

SIGNATURE OF APPLICANT 

PRINT NAME: Ed Maier

RELATIONSHIP TO BUSINESS Owner ELM3 Productions LLC

OFFICE USE ONLY

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

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

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



Beer Company

Lumière Hall

MA
ENTR

EMPLOYEE PARKING

Emily Day

SWITCHBACK
BAR / FOOD
AREA

ARTIST
AREA

Switchback Event Space

Reflection -
Find Your Wings

FIRE LANE

ARTIST PARKING

ARTIST
ENTRANCE

S
T
A
G
E

EMERGENCY
EXIT

Flynn Ave

Google

Imagery ©2024 Ai

KEY

- BATHROOM
- FENCING
- SAFETY PERSONELL



Fee: \$25.00/event
Fee: \$25.00

May 1, 2025 ---- April, 2026

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Pine & Ginger, LLC
2. D/B/A (Business Name): The Pinery; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: info@thepineryvt.com

PART II OPERATION

Handwritten notes in red ink:
\$25.00
Total # 954
to 4/14/25

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Friday, September 5, 2025 and Saturday, September 6, 2025**
4. Proposed Hours for this Special Event: **4:30 - 11pm (Friday). 10a - 11p (Saturday)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street. For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

The site plan for this event is the exact same as the South End Get down, which has gone very well over 3 years. However, it will be run by The Pinery and is NOT the South End Get Down (Orleans Events). This is Art Hop weekend, so there will be many artists on the east side of the parking lot and we will have music playing on the west side of the parking lot. There will be 4-5 food vendors on the west side of the parking lot as well.

Max Orleans, Louie Orleans, and Tyson Ringey (Pine & Ginger LLC DBA The Pinery) will operate this event.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. The event is focused on the art, food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic.

Because Art Hop's official hours end at 10pm on both nights, we've applied to 11pm to ensure that the parking l

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

DATE SIGNED: 4/2/2025

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

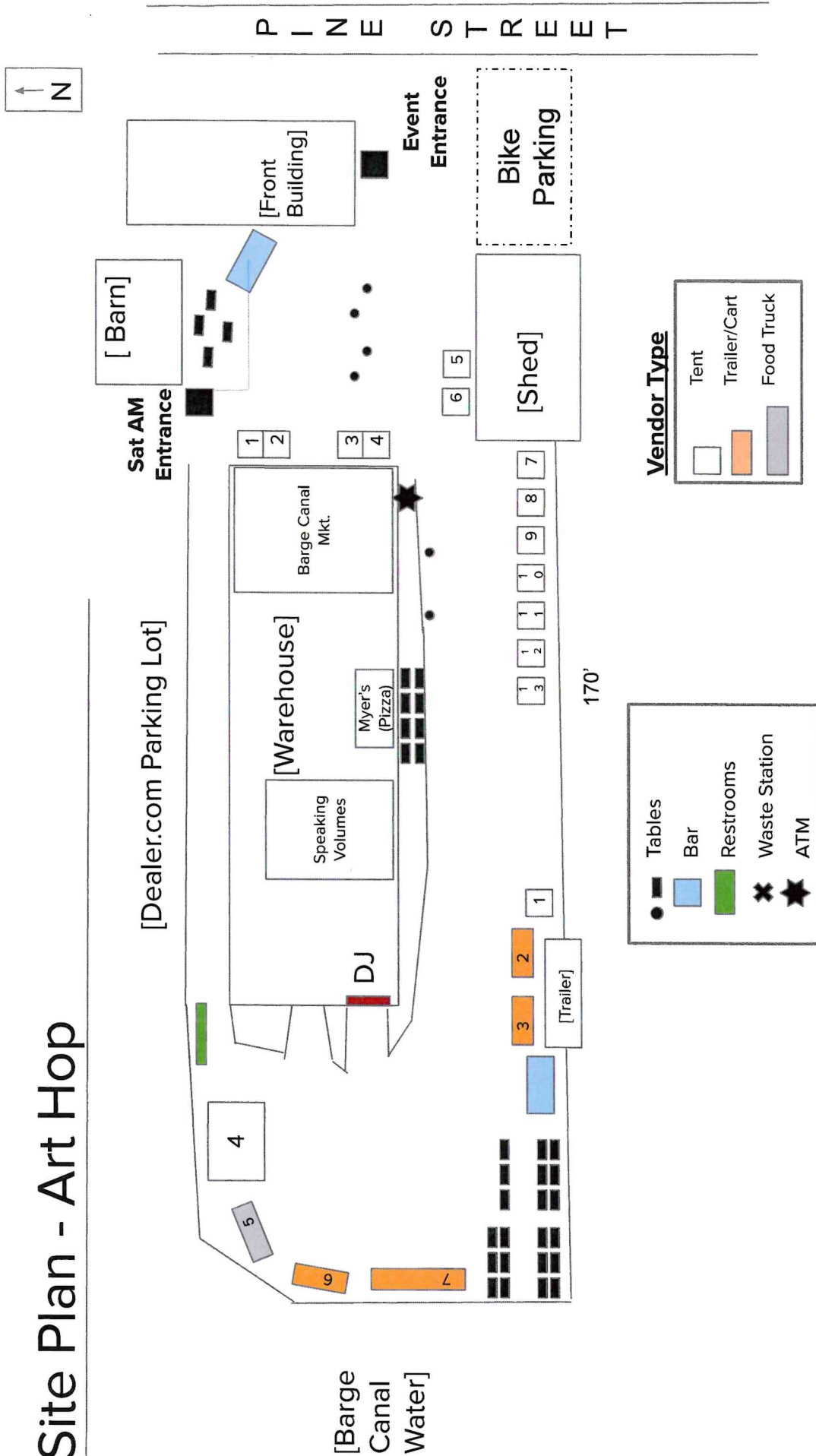
RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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

Site Plan - Art Hop





Fee: \$25.00/event

May 1, 2024 — — April 30, 2025

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Oktoberfest Burlington LLC
2. D/B/A (Business Name): Oktoberfest 3. Bus. Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: oktoberfest@orleansevents.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: 9/18/2025 to 9/20/2025
4. Proposed Hours for this Special Event: 9/19: 6-10pm; 9/20: 12-9pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street. This is a NEW location for this event. We will be moving it to the parking lot where the South End Get Down operates.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 1000+ patron b) # of Restrooms: 16 port-a-potties c) # of Egresses: 3
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

\$25.00
pdem # 1303
Go
1/23/25

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Max and Louie (also own Orleans Events, LLC) will operate the event this year with the consultation of Lou Dimasi, owner of Red Clover Events.

This year, we've decided to move the event from the Burlington Waterfront to Pine Street. We will run the event very similarly to how we have in the past: Friday night, Saturday Day and Saturday Night sessions. As always, the focus will be on the carnival activities, games, music, dancing, and traditional wear. We will be serving 40+ beers from 25 different breweries, both local and abroad. We plan on having a live DJ for the early hours of the event and then transition to a live band. There will be 9 food vendors of different kinds that will help keep everyone fed!

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

DATE SIGNED: **1/23/2025**

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

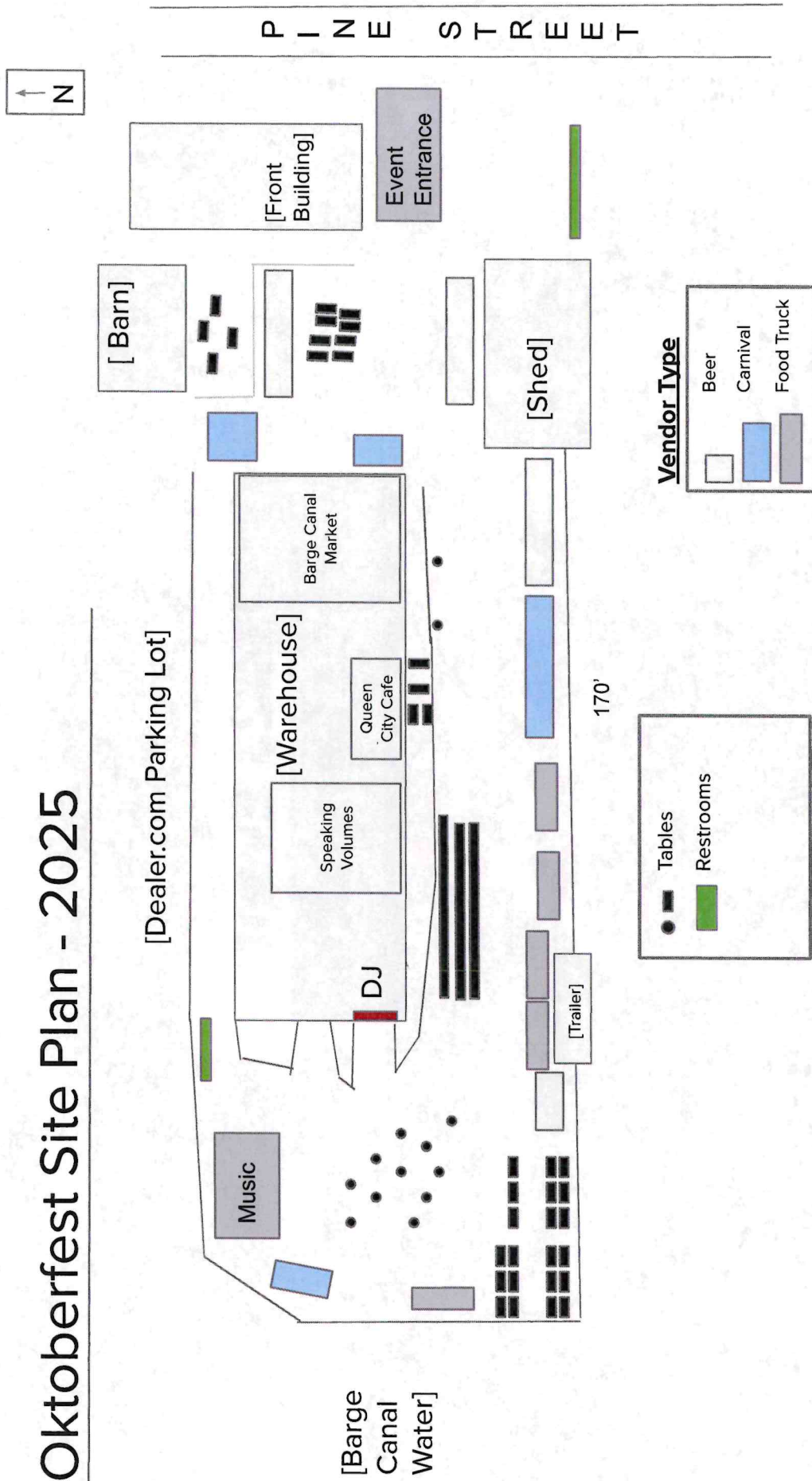
RELATIONSHIP TO BUSINESS: Owner - Partner

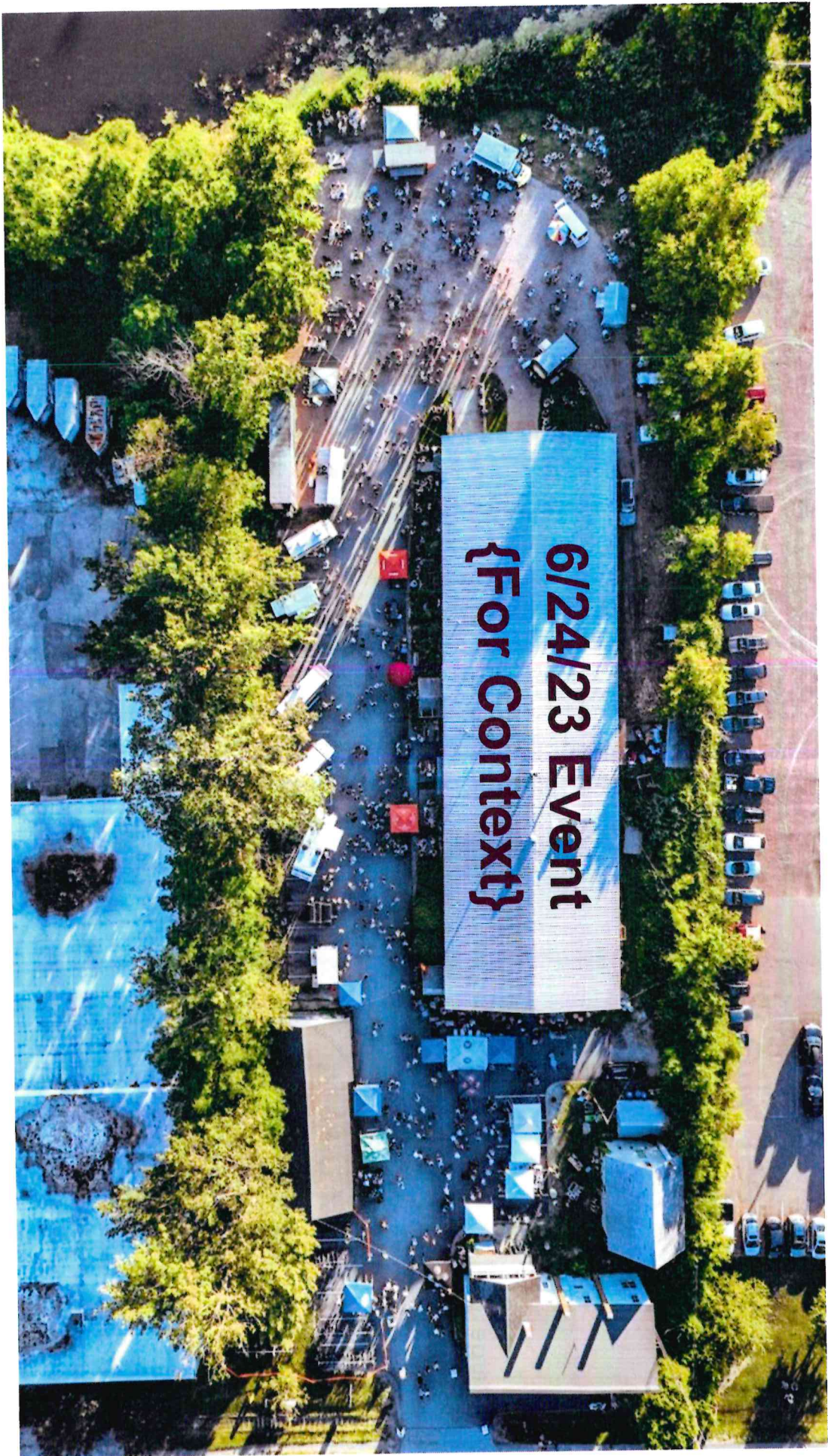
OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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

Oktoberfest Site Plan - 2025







May 1, 2025 --- April 30, 2026

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I
ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name Free State Management Company, LLC
2. D/B/A (Business Name) PoutineFest USA 3. Bus. Phone 617-383-4023
4. Business Address 20A Northwest Blvd. #226 Nashua, NH 03063
5. Mailing Address 20A Northwest Blvd. #226 Nashua, NH 03063
6. Contact person Tim Beaulieu 7. Contact Phone 603-321-5226
8. Email contact address tim@poutinefest.com

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 9/28/2025
4. Proposed Hours for this Special Event 1130am-430pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
377 Pine Street, private event space

For this Proposed location please answer the following questions:

- a) Occupancy Load 1200 b) # of Restrooms 10 c) # of Egresses 1
d) Date of last Fire/Safety Check Fall 2024 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

PART III

DESCRIPTION OF ENTERTAINMENT

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

Description PoutineFest is a fun family friendlt event we have operated since 2016. At it's core
PoutineFest is a family friendly food sampling event. We will have 10 sampling resturants,
dessert food trucks, cultural organizations, and kid's activities. Liquor is available for purchase, that is
all handled by the Pinery, not by PoutineFest. Our hours are 1130am to 430pm at the moment.
To break up our crowds we have two waves of entry one at 1130 am and a second at 12:45 PM. We
provide our sampling vendors all the equipment they need to operate at out venue. All food is
is prepped off site at prep kitchens or local businesses themselves. This is a special event!

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

DATE SIGNED: 3/19/2025

SIGNATURE OF APPLICANT Timothy Beaulieu

PRINT NAME: Timothy Beaulieu

RELATIONSHIP TO BUSINESS Owner

OFFICE USE ONLY

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

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

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





**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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: April 4th, 2025

CC: Laura Wheelock, P.E. City Engineer
Chapin Spencer, Director of Public Works.
Peter Procaccio P.E.; Sr. Public Works Engineer
Elizabeth Gohringer, Associate Planner, DPW

RE: 177 Church Street - Encumbrance Application – Parklet for Outdoor Seating

Request

License Committee

1. DPW respectfully requests that the License Committee approve the following motion:

To approve and recommend that the City Council approve the Encumbrance Application for Nomads VT, LLC, for the installation and use of an outdoor seating parklet at 177 Church Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney’s Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

City Council

1. DPW respectfully requests that the City Council approve the following motion:

To approve the Encumbrance Application for Nomad’s VT, LLC, for the installation of an outdoor seating parklet at 177 Church Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney’s Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

Overview

The Department of Public Works (DPW) received a request from Nomad’s VT on April 10th, 2025 for the installation and use of an outdoor seating area located in the right-of-way in front of 177 Church Street.

The outdoor seating design meets all the requirements to occupy the Right of Way. The area will be 12 feet long by 15 feet wide covering a total area of 180 square feet. The seating area will not obstruct or block any loading zones or handicap parking spaces, and will meet or exceed ADA standards for accessibility. The amenity will not interfere with municipal or utility maintenance or operations.

Schedule

Nomad’s VT, LLC requests the use of the ROW for a parklet between the property line and parking stalls at 177 Church Street. This encumbrance will commence in April 5th 2025 and terminate on October 15th,2025

Recommendation

It is the recommendation of DPW to support the use of this outdoor seating area under the terms of a License Agreement, in substantially the same form as the attached, between the City of Burlington and Nomad’s VT, LLC.

Thank you for consideration of this request, please do not hesitate to contact me directly at ASchwencke@burlingtonvt.gov or 802-495-6176.

ATTACHMENT: License Agreement (with exhibits)

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Nomad's VT,LLC for the use of 180 square feet of public right-of-way at 177 Church Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

Nomad's VT,LLC is requesting this encumbrance on the west side of Church Street to host an outdoor seating area which would occupy 180 square feet of City ROW. The proposal complies with the Burlington Code of Ordinances, specifically Chapter 27-31(a), which allows for encumbrances those which exceed 60 days with the approval of Licensing Committee Members. The DPW supports formalizing this through a License Agreement with an annual fee of \$1 per square foot, payable through the City's OpenGov Portal.

The DPW is confident that this encumbrance will not negatively impact the functionality of the public right-of-way.

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

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

Sincerely,

Alice Schwencke

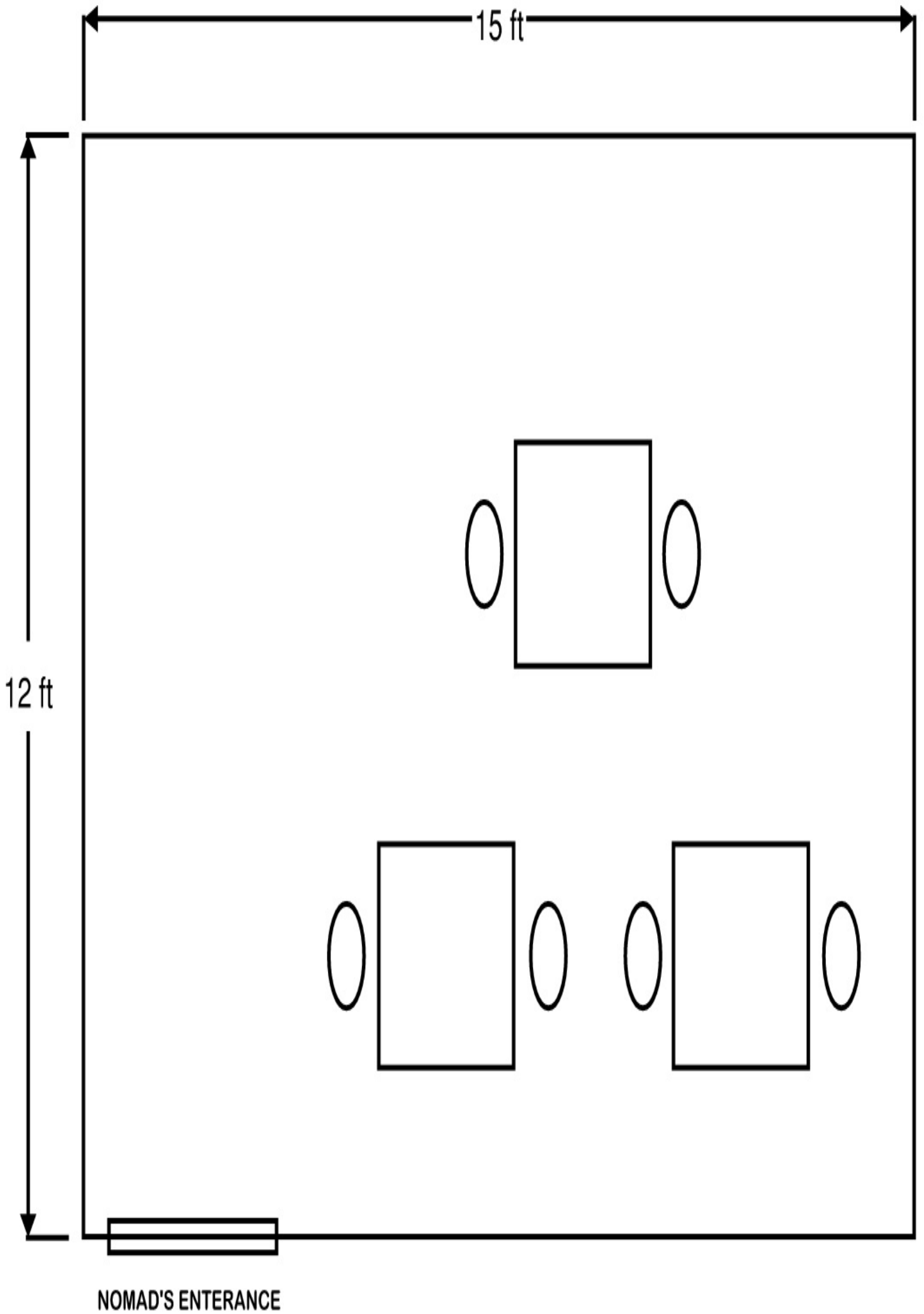
Excavation Inspector

Department of Public Works

City of Burlington

aschwencke@burlingtonvt.gov

802-495-6176





REN-25-7

ROW Encumbrance Permit

Status: Active
Submitted On: 4/10/2025

Primary Location

161-177 Church Street
Burlington, VT 05401

Owner

SISTERS & BROTHERS INVESTMENT, GROUP LLP
75 SOUTH WINOOSKI AV
BURLINGTON, VT 05401

Applicant

mahati mohamed
 802-373-9503
 eng.mohamed.ataoot@gmail.com
 177 church street
burlington , VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

Three tables with two chairs each, positioned along our storefront. Four decorative planters with seasonal flowers mark the boundaries of our outdoor seating area. All furniture is removed nightly. This outdoor seating will be available during summer months only

Location of Encumbrance *

177 church 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)

1

Encumbrance Start Date

05/16/2025

Encumbrance End Date

10/31/2025

Area Encumbered (Square Feet)

35

Company Information

Company Name

nomads vt

DBA Name

nomads

Phone

8023739503

FAX**Street Address**

177 church street

City, State Zip

05401

Email 

eng.mohamed.ataoot@gmail.com

Instructions

Please Attach:

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

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

Please Attach:

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

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

Please Attach:

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

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

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

Jurisdiction BCO 27-31(a)

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

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

Required Documentation

Certificate of Insurance [?](#)

Insurance Expiration Date

—

Endorsement of Additional Insured [?](#)

Endorsement for Cancellation [?](#)

Site Map or Photograph(s) [?](#)

Reporting

Encumbrance For:

—

City Department Review

Attorney Sign Off [?](#)

Attorney Sign Off Date

—

Right-of-Way Sign Off [?](#)

Right-of-Way Sign Off Date

—

City Council Review

City Council Meeting Date

—

City Council Approval [?](#)

🔒 City Council Approval Date

—

Attachments

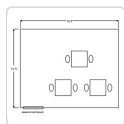


Image-1.jpg

Image-1.jpg



Uploaded by mahati mohamed on Apr 10, 2025 at 11:10 AM

Record Activity

mahati mohamed started a draft Record	04/10/2025 at 11:00 am
mahati mohamed added file Image-1.jpg	04/10/2025 at 11:10 am
mahati mohamed submitted Record REN-25-7	04/10/2025 at 11:10 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-7	04/10/2025 at 11:10 am
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-7	04/10/2025 at 11:11 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-7	04/10/2025 at 11:11 am
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-7	04/10/2025 at 11:11 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
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Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Fee Payment	4/10/2025, 11:10:45 AM	4/10/2025, 11:11:20 AM	mahati mohamed	-	Completed
 City Council Approval	4/10/2025, 11:11:20 AM	-	Alice Schwencke	-	Active



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: Nomad's VT, LLC DATE: 5/4/25
COMPANY NAME: Nomad's VT, LLC PHONE: (941) 735-8306
CONTACT NAME: Mahati Mohamed EMAIL: eng.mohamed.ataoot@gmail.com
MAILING ADDRESS: 177 Church Street Burlington VT 05403
LOCATION OF ENCUMBRANCE: 177 Church Street, Burlington VT 05401

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: _____

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 160 square feet of the paid parking space directly in front of 111 St.Paul Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes No [] If no, reason: _____
Signature: Alice Schwencke Date: 4/15/25



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: April 2, 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 –174 South Winooski Ave– Encumbrance Permit Request

Request

The applicant Wright and Morrissey., is requesting approval from the Licensing Committee for long-term obstruction of the public sidewalk and parking stall on the East side of S. Winooski Ave, between King Street and Main Street.

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 25-6) from Wright and Morrissey on March 25, 2025, requesting use of the public right of way to facilitate development on the old VFW parcel located at 174 South Winooski until February 26, 2026. Work under the project will remove and reconstruct the building to be converted into housing units. In order to reconstruct and construct the building, the applicant will require use of the sidewalk for man lift and other construction related vehicles on S. Winooski Street.

This construction encumbrance permit and license agreement will allow the contractor to use the sidewalk East side of South Winooski Street 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.

Recommendation

Thank you for consideration of this request, please do not hesitate to contact me directly at Aschwencke@burlingtonvt.gov or 802-495-6176.

Attachments

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

Motions:

License Committee:

“To approve and recommend that the City Council approve the Encumbrance Application for the sidewalk on the east side of South Winooski Street, 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 sidewalk 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 174 South Winooski 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.”

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Wright & Morrissey, Inc
99 Swift Street Suite 100, 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, and Wright & Morrissey, Inc Vermont Corporation located at 99 Swift Street Suite 100, South Burlington VT 05403 Wright & Morrissey, Inc. 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 174 South Winooski. Licensee has submitted a construction encumbrance application seeking the continued occupation of City right-of-way on South Winooski Street. According to Licensee’s application, it will cover 1967 square foot area of the public sidewalk,
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the city.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the sidewalk right-of-way on the East Side of South Winooski St. directly in front of 174 S.Winooski.
- E. “Property”** means the commercial building lot located at 174 South Winooski in Burlington, Vermont, inclusive of the barricade fencing 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. Licensee’s obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on 02/26/2026 February 26, 2026.

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

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes on the sidewalk directly adjacent to 174 South Winooski Ave, totaling an area of 1967 square feet for the term set forth above. Licensee may use and shall maintain the outdoor seating area existing in the City’s right-of-way.

LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by the City of Burlington Department of Public Works (“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.** Wright & Morrissey, Inc 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.** Wright & Morrissey, Inc 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. Wright & Morrissey, Inc 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. Wright & Morrissey, Inc shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. Wright & Morrissey, Inc 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 Wright & Morrissey, Inc.
- C.** Wright & Morrissey, Inc shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction area.
- D.** Wright & Morrissey, Inc 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. Wright & Morrissey, Inc shall erect proper signage to redirect pedestrians safely from the Premises. Wright & Morrissey, Inc 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. Wright & Morrissey, Inc shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. Wright & Morrissey, Inc 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. Wright & Morrissey, Inc 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 Wright & Morrissey, Inc to implement those changes.
- E.** Wright & Morrissey, Inc 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 Wright & Morrissey, Inc 's use of the Premises. Wright & Morrissey, Inc shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. Wright & Morrissey, Inc shall take all additional reasonable activities requested by DPW to protect such utilities.
- F.** Without limiting its general indemnification obligations hereunder in any manner whatsoever, Wright & Morrissey, Inc shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. Wright & Morrissey, Inc shall defend, indemnify and save the City and its officers and employees 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 Wright & Morrissey, Inc.
- G.** Wright & Morrissey, Inc 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.** Wright & Morrissey, Inc shall be responsible for the maintenance and associated repair of approximately 1967 square feet of the street and sidewalk on of South Winooski Avenue.

- I. If Wright & Morrissey, Inc 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.
- J. The DPW reserves the right to extend this agreement for one additional year, provided that the licensee submit any and all documents required by the Department of Public Works that would warrant the extension of this agreement.

5. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an encumbrance fee, as described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning April 25, 2026 and ending February 26, 2026

C. Parking Meter Fee. Licensee shall pay all associated parking meter fees.

6. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$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.

7. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, 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.

8. RESPONSIBILITY FOR SUPERVISION:

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

9. PUBLIC RELATIONS

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

10. PERMITS

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

11. NUISANCES PROHIBITED

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

12. INSPECTION OF WORK

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

13. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the 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. LIMITATION OF RIGHTS; PROPERTY TAXES

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

15. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, 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.

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. THIRD PARTY BENEFICIARIES

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

19. MISCELLANEOUS

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

20. ATTACHMENTS

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

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

21. ORDER OF PRECEDENT

This Agreement shall control 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. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

The Parties hereto have executed this Agreement

<p style="text-align: center;">LICENSEE Wright & Morrissey, Inc</p> <p>By: _____ [Mr. Daniel B. Morrissey, President]</p> <p>By: _____ [Mr. Stephen T. Theriault, Vice president]</p> <p>Date: _____</p>

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations | <ul style="list-style-type: none"> C. Incidental Medical Malpractice D. Blanket Waiver Of Subrogation E. Contractual Liability – Railroads F. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
 - b.** A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this Policy has been in effect for less than 60 days and this Policy is not a renewal of a policy we issued, we may cancel this Policy by:

- a.** Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b.** Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for

any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;
- c.** Violation of any provisions of this Policy; or
- d.** Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this Policy for one of the reasons specified in Paragraph **3.**, we will cancel only in the following manner:

- a.** By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Any **When We Do Not Renew Condition is deleted.**

The following conditions are added:

1. When We Do Not Renew

- a. We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the Policy; or

- (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this Policy is insured under any other insurance policy.

2. Renewal

a. If we:

- (1) Elect to renew this Policy; and
- (2) Have the necessary information to issue a renewal policy,
we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.



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: 4/15/25
COMPANY NAME: Wright & Morrissey PHONE: 802-863-4541
CONTACT NAME: Hunter Gomez EMAIL: info@wmorrissey.com
MAILING ADDRESS: 99 Swift Street, S. Burlington VT 05403
LOCATION OF ENCUMBRANCE: 184 South Winooski Ave and 211 Main 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: _____

SDI to reconstruct encumbered sidewalk according to Burlington Great streets protocol and design standards

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 1967 square feet of the sidewalk on the East side of South Winooski.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes No [] If no, reason: _____
Signature: Alice Schwencke Date: 3/21/25

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Wright & Morrissey, INC for the use of 1967 square feet of public right-of-way at 174 South Winooski Ave. 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.

Wright & Morrissey, Inc is requesting this temporary encumbrance on the east side of S. Winooski Street. Wright & Morrissey, Inc. is demolishing the current building, and making way for 38 new permanently affordable apartments, with five set aside for unhoused Veterans. Wright & Morrissey is also planning on reconstructing the adjacent sidewalks to comply with Burlington great street standards. During construction Wright & Morrissey will be occupying the East Side of S.Winooski with a 6'-0" temporary Construction fencing to the edge of the sidewalk Wright & Morrissey plans on utilizing the encumbered space to operate a boom lift/ Man lifts to construct the façade of the building. 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

802-495-6176



**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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: April 4th, 2025

CC: Laura Wheelock, P.E. City Engineer
Chapin Spencer, Director of Public Works.
Peter Procaccio P.E.; Sr. Public Works Engineer
Elizabeth Gohringer, Associate Planner, DPW

RE: 111 St. Paul Street - Encumbrance Application – Parklet for Outdoor Seating

Request

License Committee

1. DPW respectfully requests that the License Committee approve the following motion:

To approve and recommend that the City Council approve the Encumbrance Application for Devil takes a Holiday, LLC, for the installation and use of an outdoor seating parklet at 111 St. Paul Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney’s Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

City Council

1. DPW respectfully requests that the City Council approve the following motion:

To approve the Encumbrance Application for Devil takes a Holiday, LLC, for the installation of an outdoor seating parklet at 111 St. Paul Street and authorize the Mayor to execute a License Agreement—approved by the City Attorney’s Office—on behalf of the City of Burlington for a term commencing on the date of execution and terminating on October 15, 2025.

Overview

The Department of Public Works (DPW) received a request from Devil takes a Holiday on February 5th, 2025 for the installation and use of an outdoor seating area known as a parklet located in the right-of-way in front of 111 St. Paul Street.

The parklet design meets all the requirements to occupy the Right of Way. The structure will be 12 feet long by 6 feet wide covering a total area of 72 square feet. The parklet will occupy one metered parking spaces directly in front of 111 St.Paul Street. The parklet will not obstruct or block any loading zones or handicap parking spaces, and will meet or exceed ADA standards for accessibility. The amenity will not interfere with municipal or utility maintenance or operations.

Parklet shall be constructed to meet DPW Great Street standards, and will be easily disassembled and relocated if required in the event of an emergency. Floor elevation of the structure will be even with the height of the curb and sidewalk grade, to create a flush transition from sidewalk to parklet. Storm water will flow unimpeded below the decking and along the curb line. No utility connections to the structure are required.

Work will commence on the installation of the parklet once the council has approved the license for Devil takes a Holiday. Installation of the parklet should take no longer than one week. There will be a onetime fee, currently set at \$3225.00, for this encumbrance.

Schedule

The Devil takes a Holiday, LLC requests the use of the ROW for a parklet between the property line and parking stalls at 111 St.Paul Street. This encumbrance will commence in April 5th 2025 and terminate on October 15th,2025

Recommendation

It is the recommendation of DPW to support the use of this outdoor seating parklet under the terms of a License Agreement, in substantially the same form as the attached, between the City of Burlington and Devil takes a Holiday, LLC.

Thank you for consideration of this request, please do not hesitate to contact me directly at ASchwencke@burlingtonvt.gov or 802-495-6176.

ATTACHMENT: License Agreement (with exhibits)

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

DJINN, LLC

111 Saint Paul Street, Burlington VT

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and DJINN, LLC, d/b/a Devil Takes a Holiday, LLC a domestic limited liability company located at 111 Saint Paul Street, Burlington, Vermont 05401 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to 111 Saint Paul Street. The Licensee has received approval to install a parklet for an outdoor seating area within the eight by twenty parking space within the public right-of-way directly in front of to the premises.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the yellow top meter fee until October 15th 2025.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the yellow top parking space directly in front of 111 Saint Paul Street.
- E. “Property”** means the outdoor seating parklet that is 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 of May 15th. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee's obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date of May 15th, 2025 and expire on October 15th, 2025.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (C). Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.
- i. Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
- ii. Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
- iii. Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.
- iv. Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the Premises, the sidewalk adjacent to the property, and any other City property damaged, destroyed, or otherwise affected by Licensee or its officers, employees, agents, customers/invitees, successors, or assigns, within seven (7) days of receiving written notice.
- v. Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating parklet for dining purposes within the City right of way yellow top meter parking space directly in front 111 Saint Paul Street, totaling an area of 160 square feet for the term set forth above. Licensee may use and shall maintain the outdoor seating parklet existing in the City's right-of-way.

5. LICENSE CONDITIONS

- A. Maintenance.** Licensee shall maintain the parklet to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, repair, and replacement of outdoor seating amenities.

- B. Placement.** The featured seating shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment C) and shall not impede the City's or any other private or public utilities' ability to maintain the sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The parklet shall be removed from the public right of way when the term of this agreement has expired. Notwithstanding anything to the contrary herein, it is Licensee's obligation to ensure the approved plan complies with applicable laws, including the Americans with Disabilities Act, all applicable regulations and design standards promulgated thereunder, and other applicable disability access laws. Any analysis done by the City regarding compliance of the plan with applicable laws is for the City's sole and exclusive benefit, and Licensee shall not rely thereon. If the plan fails to comply with applicable laws, including disability access laws, then it is Licensee's obligation to comply with the law and to request the City's ratification of any change from the plan shown in Attachment C as soon as reasonably possible. An amendment to the plan in Attachment C to comply with applicable law shall require the written approval of the Public Works Director or designee without a formal amendment to this Agreement.

- C. Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way.

- F. Emergency Access.** In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. Licensee shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.

6. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an Encumbrance Fee, as described in Attachment A.

- B. Initial Encumbrance Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the encumbrance fee for the period beginning May 15th, 2025 and ending October 15, 2025.
- C. Yellow top Meter fee.** Licensee is responsible for paying associated meter fees for the usage of the parking space direct in front of 111 St. Paul Street which total to the amount of Three thousand and forty-eight dollars and zero cents (\$3048.00)

7. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$100,000 per occurrence, \$300,000 aggregate as stated in 27-32(c). The City shall be named as an additional insured on such insurance policy, on a primary, noncontributory basis as evidenced in a Certificate of Insurance acceptable to the City with copies of the required endorsement attached.
- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured on a primary, non-contributory basis and waiving subrogation against the City. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with thirty (30) days' written notification of cancellation. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three (3) days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, penalties, fines, costs (including attorneys' fees and costs), and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, subcontractors, customers/invitees, successors, or assigns arising from or related to Licensee's use of the Premises or in connection with this Agreement or the privileges granted to it under this Agreement, excepting claims arising from the City's gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been

received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

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

10. PUBLIC RELATIONS

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

11. PERMITS

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

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK

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

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §2.C.i of this Agreement.

15. LIMITATION OF RIGHTS; PROPERTY TAXES

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

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

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

20. MISCELLANEOUS

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

21. ATTACHMENTS

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

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

22. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— Signature Page Follows —

23. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

<p style="text-align: center;">LICENSEE DJINN,LLC</p> <p>By: _____ Taylor Watts, Owner</p> <p>By: _____ Robert Downey, Manager</p> <p>Date: _____</p>

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



REN-25-4

ROW Encumbrance
Permit

Status: Active
Submitted On: 2/5/2025

Primary Location

111 Saint Paul Street
Burlington, VT 05401

Owner

MCNEIL, JOSEPH / JOSEPH E.
MCNEIL REVOCABLE TRUST
333 SOUTH PROSPECT
STREET BURLINGTON, VT
05401

Applicant

Taylor Watts
 941-735-8306
 taylor@deviltakesaholiday.com
 111 St Paul St.
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

Parklet for outdoor seating.

Location of Encumbrance *

Parking space directly in front of 111 St. Paul 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)

0

Encumbrance Start Date

05/15/2025

Encumbrance End Date

10/15/2025

Area Encumbered (Square Feet)

152

Company Information

Company Name

DJINN LLC

DBA Name

Devil Takes A Holiday

Phone

(941) 735-8306

FAX**Street Address**

111 St Paul Street

City, State Zip

Burlington, VT 05401

Email 

taylor@deviltakesaholiday.com

Instructions

Please Attach:

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

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

Please Attach:

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

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

Please Attach:

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

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



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

Jurisdiction BCO 27-31(a)

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

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

Required Documentation

 Certificate of Insurance 

 Insurance Expiration Date

—

 Endorsement of Additional Insured 

 Endorsement for Cancellation 

 Site Map or Photograph(s) 

Reporting

 Encumbrance For:

—


City Department Review

 Attorney Sign Off 

 Attorney Sign Off Date

—

 Right-of-Way Sign Off 

 Right-of-Way Sign Off Date

—

City Council Review

 City Council Meeting Date

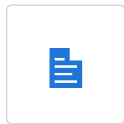
—

 City Council Approval 

🔒 City Council Approval Date

—

Attachments



24-25 Master COI - City of Burlington.pdf
 24-25 Master COI - City of Burlington.pdf
 Uploaded by Taylor Watts on Feb 5, 2025 at 8:03 PM



parklet idea.jpg
 parklet idea.jpg
 Uploaded by Taylor Watts on Feb 5, 2025 at 8:03 PM



parklet idea2.jpg
 parklet idea2.jpg
 Uploaded by Taylor Watts on Feb 5, 2025 at 8:03 PM

Record Activity

Taylor Watts started a draft Record	01/16/2025 at 6:44 pm
Taylor Watts added file Master COI - City of Burlington.pdf	01/16/2025 at 7:07 pm
Taylor Watts removed file Master COI - City of Burlington.pdf	02/05/2025 at 8:02 pm
Taylor Watts added file 24-25 Master COI - City of Burlington.pdf	02/05/2025 at 8:03 pm
Taylor Watts added file parklet idea.jpg	02/05/2025 at 8:03 pm
Taylor Watts added file parklet idea2.jpg	02/05/2025 at 8:03 pm
Taylor Watts submitted Record REN-25-4	02/05/2025 at 8:04 pm

OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-4	02/05/2025 at 8:04 pm
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-4	02/05/2025 at 8:05 pm
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-4	02/05/2025 at 8:06 pm
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-4	02/05/2025 at 8:06 pm
Alice Schwencke approved approval step City Council Approval on Record REN-25-4	02/06/2025 at 10:54 am
Alice Schwencke completed Record REN-25-4	02/06/2025 at 10:54 am
Alice Schwencke reactivated approval step City Council Approval on Record REN-25-4	04/03/2025 at 3:58 pm
Alice Schwencke added payment step Meter Hood Fee to Record REN-25-4	04/04/2025 at 8:48 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
\$ Encumbrance Fee Payment	2/5/2025, 8:04:52 PM	2/5/2025, 8:05:59 PM	Taylor Watts	-	Completed
\$ Meter Hood Fee	4/4/2025, 8:48:51 AM	-	-	-	Active
✓ City Council Approval	2/5/2025, 8:06:00 PM	-	Alice Schwencke	-	Active



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2025

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

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

PRODUCER Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	CONTACT NAME: Connie Reed PHONE (A/C, No, Ext): (802) 383-1619 FAX (A/C, No):
	E-MAIL ADDRESS: coreed@acrisure.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Specialty Underwriters Insurance Company	NAIC # 13037
INSURER B : Associated Industries Of Massachusetts Mutual Insurance Company	33758
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DJINN LLC
 115 St. Paul St.
 Burlington, VT 05401

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

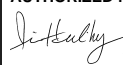
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		CSU 0220609	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB						PRODUCTS - COMP/OP AGG \$ 2,000,000
	EXCESS LIAB						Liquor Liab. \$ 1,000,000
	DED RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WMZ-800-8008360-2024A	5/1/2024	5/1/2025	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	Y/N N	N/A				BODILY INJURY (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident) \$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status applies on the General Liability per terms and conditions of attached form CG 20 12 12 19. 30 Day Notice of Cancellation applies per terms and conditions of attached form CSGA 4094 06 16.

CERTIFICATE HOLDER

CANCELLATION

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

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

SCHEDULE

Designated Entity:

City of Burlington

Burlington Public Works Encumbrance Application Dept

Mailing Address:

645 Pine Street

Burlington

VT

05401

Cancellation Notification - Number of Days: 30

The following notice of cancellation condition is added only for the person or organization designated in the Schedule above.

If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal.

If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the schedule above. We will mail such notice for nonpayment of premium at least 10 days before the effective date of cancellation.

When notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

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

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: City of Burlington, Burlington Public Works, Encumbrance Application Dept., 645 Pine St, Burlington, VT 05401</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Dedarations.</p>

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.



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: Devil takes a Holiday, LLC DATE: 5/4/25
COMPANY NAME: Beamer Project, LLC PHONE: (941) 735-8306
CONTACT NAME: Hunter Gomez EMAIL: taylor@deviltakesaholiday.com
MAILING ADDRESS: 111 St.Paul Street Burlington VT 05403
LOCATION OF ENCUMBRANCE: 111 St. Paul Street, Burlington VT 05401

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: _____

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 160 square feet of the paid parking space directly in front of 111 St.Paul Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes No [] If no, reason: _____

Signature: Alice Schwencke Date: 3/21/25



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee

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

DATE: April 23, 2025

CC: Peter Procaccio, P.E.; Senior Public Works Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Assistant Director of Public Works/City Engineer
Jackie Esperti, Director of Parking Services

RE: 266 College Street –Permanent License Agreement for Building Amenities

Request

The applicant, Greencastle Group, LLC (Greencastle), owner of the building located at 266 College Street, in conjunction with Seizan Capital College Street LLC, is requesting approval for a License Agreement between the City and Greencastle for use of the public right-of-way located at the northwest corner of College and South Union Street adjacent to the property.

The request, if approved, will formally acknowledge an underground stormwater system, an exterior staircase, a portion of the building foundation footing, and a support of excavation system (SOE) made of steel soldier piles and wooden lagging.

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

Department of Public Works received a request from Greencastle and their contractor, ReArch, on February of 2025, to occupy a city owned parcel containing a public parking lot, and a portion of city owned right of way on S. Union and College St. to facilitate construction activities related to the demolition and reconstruction of the building. The Licensing Committee of City Council approved and recommended this request be approved by full City Council on March 19th 2025. Approval was received on the March 24th 2025 City Council Meeting.

During this time, DPW, ReArch, and Greencastle had several meetings to discuss permanent building features located in the city right of way, as shown on the approved Zoning Permit site plan ZP 25-8. To the best extent possible, design of permanent building features should make

every effort to be contained to the parcel lot. Due to the unique characteristics of the site, a variance was requested to allow building amenities in the right of way.

The permanent building features include a concrete exterior staircase on the College Street side, a stormwater treatment and detention system for stormwater generated on site, a portion of the building foundation footing on South Union Street that exists currently and will be replaced, and a support of excavation system consisting of steel soldier piles and wooden lagging.

The exterior concrete staircase and building footings exists currently in the city right of way, and are not a burden to municipal operations. The stormwater system is required to be installed to comply with state and local regulations, and is intended to relieve demand on the municipal wastewater treatment center.

After several discussions, and to avoid potential issues with impacts to the building foundation and the streetscape of the city right of way, DPW recommends the SOE be abandoned in place under the following conditions:

- SOE system to be abandoned 8' below finish street grade in all locations of city property and city right of way.
- Indicator marking tape to be placed 12-18" above SOE
- Provide updated site plan showing proposed location of revised SOE
- Provide as-built location of SOE to city

Permeant building amenities located in city right of way will be subject to the \$1/square foot fee defined in Burlington Code of Ordinance Chapter 27-32

Recommendation

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

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. DPW Recommendation Form
- B. Structural/Site Plan
- C. Helical SOE Letter
- D. Certificate of Insurance

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).

Motions:

License Committee:

“To approve and recommend that the City Council approve the Encumbrance Application for Greencastle Group LLC, requesting use of the City right-of-way for permanent building amenities, and authorize the Mayor and Director of Public Works to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby”.

City Council:

“To approve and recommend that the City Council approve the Encumbrance Application and License Agreement for Greencastle Group LLC, requesting use of the City right-of-way for permanent building amenities and authorize the Mayor and Director of Public Works to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby”.

WITNESSETH:

The City and Licensee enter into the following License Agreement:

The City of Burlington (the “CITY”) grants to 266 Greencastle, LLC and Seizan Capital College Street, LLC (collectively, with their successors and assigns, “LICENSEE”) an exclusive license to occupy a portion of the right-of-way (the portion of the right of way occupied by the stormwater system, exterior staircase, a support of excavation system, and a portion of the building foundation shall be referred to herein as (“Amenities”) to occupy, use, repair, replace and maintain the Amenities connected to the Property (“License”) substantially as depicted on Exhibit C (Structural/Site Plan), which plan is attached hereto and made a part hereof.

1. The initial term of this License shall expire at midnight on April 30, 2045. Thereafter, this License shall be automatically renewed for successive, twenty (20) year periods.

2. Termination. This Agreement may be terminated as set forth below. Upon termination, Licensee shall remove—at its own expense—the Amenities as provided in Section 15. If Licensee refuses to promptly remove the Amenities, the City may remove it and the Licensee shall be liable for all expenses of such removal.

A. Discontinued Use. The City shall have the exclusive right to terminate this Agreement should Licensee or authorized assignee(s), heirs, or successors discontinue the licensed use of the Amenities, which discontinuance must be confirmed by Licensee in writing. Discontinuance of the licensed use of the Amenities for the purposes of this Section 2(A) will mean: abandonment of the Amenities, signified by an action of the Licensee indicating permanent disuse.

B. Breach. Licensee shall be in default if Licensee fails in any manner to fully perform and carry out each and all conditions of this Agreement. The City shall give Licensee written notice of such default. If Licensee does not within thirty (30) days of receipt of written notice of default, or such longer time period as may be permitted by the City, either cure such default or provide a plan to the City of how it will cure such default which is reasonably acceptable to the City, then the City may terminate this Agreement for cause. Licensee shall also be required to undertake reasonable and diligent steps towards executing the cure described in said plan.

C. Licensee’s option to terminate. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement and the License at any time upon written notice to the City, subject to Licensee’s obligations upon termination under this Agreement.

3. This Agreement shall run with the title to the Property and shall bind, and inure to the benefit of, Licensee and its successors and assigns.

4. Licensee agrees to pay an annual License Fee with the execution of this Agreement of \$656.00 in consideration of the rights and privileges granted in this Agreement. Thereafter, the annual License fee shall be paid to the City's Department of Public Works Customer Service, following receipt of an invoice from the City, on or before April 30th of each subsequent year. The City shall invoice LICENSEE each year for the annual License Fee at least thirty (30) days before it is due. An additional renewal fee of twenty-five dollars (\$25.00) shall be due with the annual license fee on the first year of each renewed twenty-year license term.

5. Licensee shall be responsible for the maintenance and upkeep of the Amenities at its expense in good condition, such that the condition of the Amenities does not create a hazard to public safety.

6. Licensee will comply with the following conditions:

- A. LICENSEE shall not be considered in default and this Agreement shall not terminate based upon LICENSEE's failure to submit to the City the written report of the inspection of the Amenities absent written notice by the City to LICENSEE of the default and LICENSEE's failure to cure as described in Section 2(B).
- B. Licensee must maintain the Amenities, walls, beams, supports, slab, connections, and the top surface of this area;
- C. Licensee shall maintain the surface finish of the sidewalk above the Amenities with brick, or such other material equivalent to that the City may use for the surface of the adjacent sidewalk, in good and reasonable condition commensurate with its intended use;
- D. While snow and ice removal within the ROW is generally the responsibility of the City, Licensee is allowed to clear snow and ice independent of the City's efforts; and

7. Licensee shall be responsible for obtaining all necessary City permits, including excavation, obstruction, meter bag, zoning, and building permits, prior to any repair, maintenance or reconstruction of the Amenities. The plans for future maintenance, repair or reconstruction of the Amenities and associated appurtenances shall be subject to applicable local ordinances, federal and state statutes and rules. All work done and improvements made by Licensee pursuant to this Agreement in connection with the Amenities shall be completed in accordance with the governmental approvals and permits issued to Licensee and shall be made at Licensee's sole cost and expense.

8. Licensee shall restore the ROW materially damaged by any reconstruction, use, repair, or maintenance of the Amenities by Licensee immediately following any such activity, in accordance with all applicable governmental regulations, permits, laws, and approvals and such restoration shall be made at Licensee's sole cost and expense.

9. Licensee shall perform all work in the ROW in a good and workmanlike manner, in conformance with the requirements of any and all permits and permit requirements required for

such work. Licensee shall perform all work so as to cause no unnecessary damage or disturbance to the City's rights of way or the utilities located therein or the public's rights in them. In each and every instance, following the completion of work performed by Licensee, Licensee shall restore each portion of the City's right of way adjacent to the ROW and Amenities that were materially damaged by Licensee's activities in an as good a state and condition as it was in immediately prior to this Agreement.

10. Prior to exterior work on the Amenities, Licensee shall, as part of its permit application for such work, submit to the City a plan, certification or report identifying all known utilities that may reasonably be affected by the work. Such plan, certification or report shall include the type and location of each utility identified. The City agrees to share any information it has concerning such utilities with Licensee upon request, but the City shall not be liable for any inaccuracies therein.

11. Licensee shall use, repair, and maintain the Amenities in a manner that protects all utilities, existing or future, located outside of the Amenities and within the City's property abutting and adjacent to the Amenities, and shall be responsible for the cost of repairing damage caused to a utility by Licensee's construction, maintenance and repair of the Amenities licensed by this Agreement and shall reimburse said utility for the same. Notwithstanding the foregoing, the City shall require that the installation of future utilities be located in a manner that avoids the Amenities to the extent reasonably practicable.

12. Licensee shall conduct its licensed activities in a manner that does not impair the public ROW, other than what is licensed hereby or permitted pursuant to other City approvals.

13. The City, including all its departments, offices, officials and employees, shall work in good faith to facilitate permit approvals and other authorizations necessary for Licensee to carry out its obligations pursuant to this Agreement.

14. Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, costs (including attorneys' fee and costs), and damages arising as a result of the Licensee's negligent acts and/or omissions or willful misconduct, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Amenities or its exercise of rights granted to it under this Agreement, including but not limited to any rights or license related to the ROW. 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 those claims or suit, or portion thereof, that are subject to this indemnification. The City retains the right to participate, at its own expense, in the defense of any claim to which this provision applies, and to approve all proposed settlements of claims involving payment or actions by the City, which approval shall not be unreasonably withheld. 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 incurred pursuant to this indemnification provision. Notwithstanding the foregoing, Licensee shall have no obligation under this Agreement

to indemnify, defend or hold harmless the City, or its officers, officials, employees, contractors, or agents, for damage or harm caused by their breach of this Agreement or negligent or grossly negligent acts. The indemnification and defense obligations of Licensee hereunder shall survive termination of this License Agreement.

15. Unless this License Agreement is renewed or unless the City waives this requirement in its sole discretion, then upon the expiration or termination of this Agreement Licensee shall within six months, or such longer time seasonably required, commence removal of the Amenities, at its own expense, and restore the ROW in an as good a state and condition as it was immediately prior to execution of this Agreement. If Licensee refuses to remove the Amenities and restore the ROW, the City may remove the Amenities and restore the right-of-way and Licensee or its authorized assignee(s), heirs, or successors shall be liable for all expenses of such removal.

16. Licensee agrees to provide and maintain the following types and amounts of insurance for the term of this Agreement to insure against legal liability for injuries to persons (including wrongful death) and damages to property suffered on or about the Amenities or as a result of Licensees' exercise of its rights granted pursuant to this Agreement; confirmation of required insurance coverage for any renewal period shall be provided along with the renewal license fee. Insurance shall be obtained from an insurer having an A.M. Best Insurance Rating of at least A-, financial size category VII or greater. [www.ambest.com].

A. Commercial General Liability Coverage: Commercial General Liability Insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of, at a minimum, of \$1,000,000 each occurrence and \$2,000,000 aggregate. Licensee or its authorized assignee(s), heirs, or successors shall list City as an Additional Insured (on a primary, noncontributory basis) on its Commercial General Liability Policy, and shall waive subrogation against the City. The current policy endorsement indicating that the City is listed as an Additional Insured is attached to this Agreement as Exhibit D (Certificate of Insurance).

B. Certificates of Insurance: Licensee or its authorized assignee(s), heirs, or successors shall provide City with such Certificates of Insurance, as required above, prior to the commencement of the Agreement. All Certificates shall contain a provision stating that the coverage's afforded under said policies will not be canceled, materially changed or not renewed without forty-five (45) days' prior written notice to City, except fifteen (15) days' notice for non-payment of premium. Licensee shall provide City with renewal certificates each year, and no later than June 30th of each year, until such certificates are no longer necessary under the terms of this Agreement.

C. Proof of Insurance: It is the responsibility of Licensee to ensure that a current certificate of insurance and policy endorsements containing the aforementioned provisions are on file with the City at all times. Failure to furnish and maintain a current policy endorsement with the City may result in a default of this Agreement as provided in Section 2(B).

D. Mutual Waiver of Subrogation: In the event of a fire or other loss to the Amenities and surrounding property, City and Licensee mutually waive their rights of subrogation and recovery against each other, their officers, agents, employees, and other persons under their control for losses to that part of the premises damaged or lost under their control.

17. Licensee and the City acknowledge that no property or other rights or claims are waived or relinquished by either Party through this Agreement. Licensee and the City agree that no rights are created through this Agreement other than the license specifically described in this Agreement.
18. Notwithstanding the passage of time, 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 any other provision in this Agreement.
19. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements except as otherwise stated herein.
20. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.
21. The following documents and the above stated recitals are hereby incorporated by reference and made part of this Agreement:
 - a. Exhibit A: DPW Encumbrance Recommendation Form
 - b. Exhibit B: Structural/Site Plan
 - c. Exhibit C: Letter from Helical
 - d. Exhibit D: Certificate of Insurance
22. Any notice or other written documents required to be provided to the parties to this Agreement shall be sent via U.S. Mail and email to the following addresses, or such other persons or address identified by the parties in writing:

If to Licensee:
Greencastle Group, LLC
269 Pearl Street
Burlington, Vt 05401
Attention: Bruce Baker

If to the City of Burlington
Department of Public Works-Technical Services Division
645 Pine Street
Burlington VT, 05452

[Signature Page to Follow]

266 Green Castle, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires:
Commission Number:

Seizan Capital College Street, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires:
Commission Number:

City of Burlington

By: _____
Name:
Title:

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of ____ . 2025 personally appeared _____, to me known, being the _____ of the City of Burlington, and ____ acknowledged this instrument, by ____ signed, to be _____ free act and deed and the free act and deed of the City of Burlington.

Before me _____
Notary Public
Commission Expires:
Commission Number:

Exhibit C

As used in the License Agreement, the “Amenities” shall mean the following elements to be constructed, used, repaired and maintained, all as shown on the 252, 260 and 266 College Street Plan of Land (the “Plan of Land”) attached to and incorporated hereby into this Exhibit C which Plan of Land was drafted by VHB, depicting:

- 1) a stormwater treatment system beneath College Street;
 - (2) the existing entry steps located on College Street, and
 - (3) underground foundation footings,
 - (4) soldier pile and wood lagging support of excavation system beneath South Union Street and city owned parking lot
- all as depicted on the Site Map attached to this Exhibit C as PE3, respectively.



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: 4/15/2025
COMPANY NAME: Greencastle Group LLC PHONE: 802-652-1400
CONTACT NAME: Bruce Baker EMAIL: bbaker@cdbesq.com
MAILING ADDRESS: 269 Pearl Street, Burlington VT 05401
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 right of way for exterior concrete staircase, a portion of the building foundation footing, stormwater treatment and detention system, and a support of excavation system.

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

YES [] NO []

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

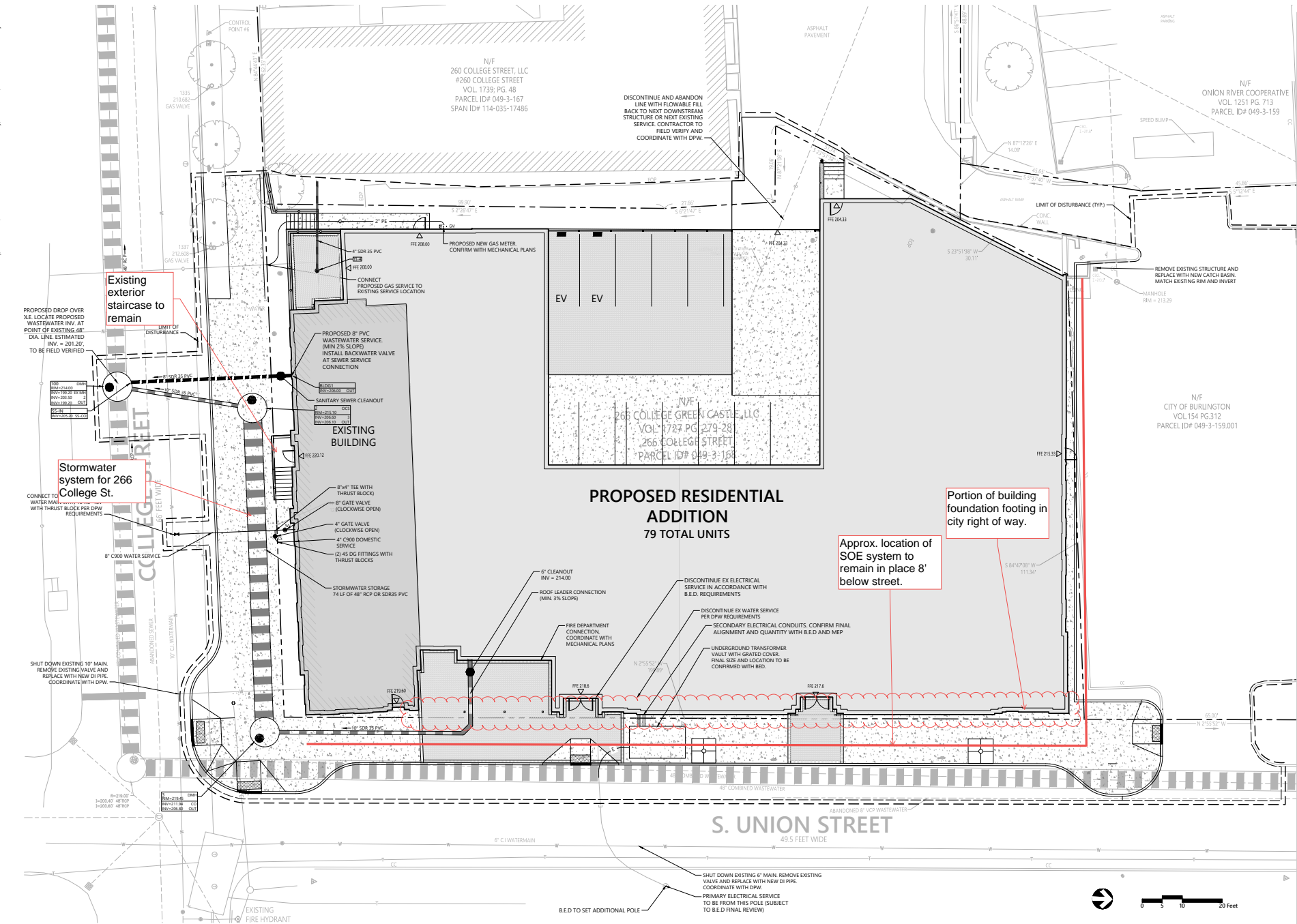
Occupation of 656 sq. ft. city owned right of way under the sidewalk on College and South Union Streets.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes No [] If no, reason: _____
Signature: Caleb Manna Date: 4/15/2025

Attachment B

\\VH\COM\GRP\PROJ\BURLINGTON\58975.00\266 GREENCASTLE\266 COLLEGE\LD\PLAN\SET\LOCAL PERMITTING\58975.00-UT



SBA
SMITH BUCKLEY ARCHITECTS
431 PINE ST. 3RD FLOOR BURLINGTON, VT 05401
P: 802-540-0323 www.sbant.com

CIVIL ENGINEER, & LANDSCAPE:
VHB
40 IDX Drive
Building 100
S. Burlington, VT 05403
802-497-6165

STRUCTURAL ENGINEER:
Hardy Structural Engineers
875 Roosevelt Hwy.
Ste. 130
Colchester, VT 05446
802.655.0755

MECHANICAL, PLUMBING, & ELECTRICAL ENGINEER:
CES Engineering, LLC
35 Pleasant Street
Concord NH 03301
603-688-5925

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ALL RIGHTS RESERVED

Apartments
266 College Street
Burlington, VT 05401

ISSUED:
12/20/2024

**DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION**

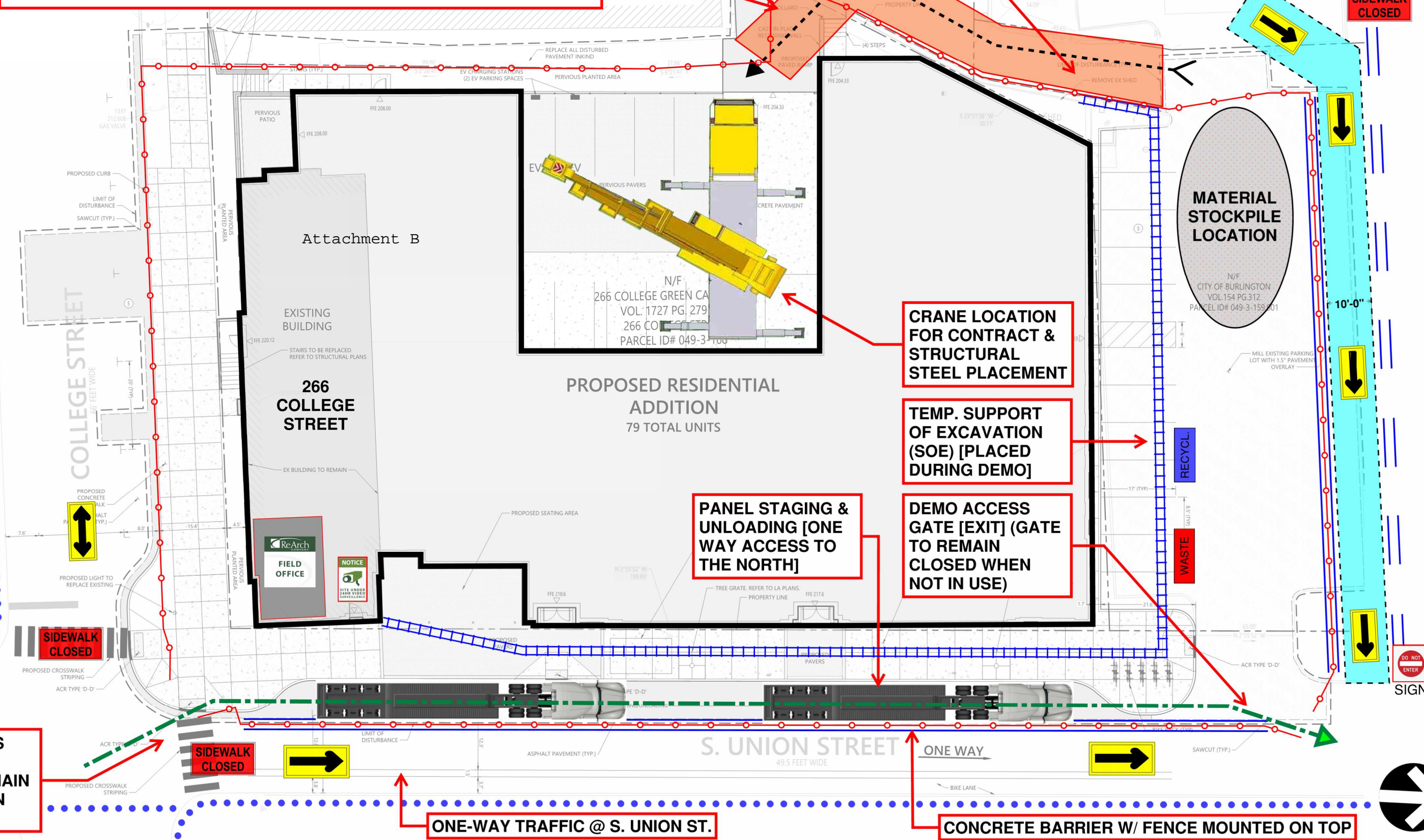
Utility Plan

SCALE: 1" = 10'

C4.0

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



CRANE LOCATION FOR CONTRACT & STRUCTURAL STEEL PLACEMENT

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

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

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

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



February 12, 2025

Doug Marek
SD Ireland Co.
PO Box 2286
South Burlington, VT 05495

Subject: Temporary Soldier Pile & Lagging Letter
266 College Street
Burlington, VT 05401

Dear Doug,

Helical Drilling, Inc. (HELICAL) is pleased to provide the following letter to discuss the proposed soldier pile and untreated timber lagging (SP&L) wall to act as the temporary support of excavation (SOE) at the above noted address. Our proposal was provided under separate cover.

How we chose our shoring system

HELICAL has proposed a SOE consisting of driven soldier piles and lagging. Given the need for the project requiring shoring, we did consider several alternatives. In the end, there was a balance of performance, risk, constructability and trying to not require external bracing consisting of tiebacks.

After reviewing the subsurface conditions and the presence of the utilities on South Union Street, we ultimately came up with pre-augered holes then driving soldier piles to their design depth. The pre-augered holes will allow HELICAL to minimize vibrations during installation and to aid in getting the soldier piles to depth. Our vibratory hammers on our pile driving rigs also use a variable moment system, which allows the energy to increase and decrease as we hit resistance. This system allows us to only apply as much energy as needed instead of a more on / off switch. This helps to further reduce vibrations. This also avoids having to drill an open hole and concreting the members in place permanently locking them to the subsurface soil.

Other methods such as driving a continuous line of steel sheet piles would have caused significant more vibration and a much harder system to pre-auger prior to driving, since the wall is continuous and not intermittent as with the soldier piles. This also does add a lot more steel into the ground and with the very dense subsurface soil would create problems with driving. Other options such as soil nails or use of tie-backs would require further encroachment into the cities property without the ability to remove items once the buildings foundation wall was built.

Review of design concept

The design concept of the soldier piles does involve a pre-cut to reduce the retained height from the current grading of El. 219-ft to 216-ft across South Union Street to a more manageable El. 215-ft +/- to El. 212-ft +/-, where the bottom of excavation will be El. 200-ft +/- . Spacing of the soldier piles will also vary from 5-8-feet on center and will be a function of retained height and surcharge loading within and behind the pre-cut bench.



Sequence of construction

We understand that the soldier piles will need to be installed prior to demolition of the existing building and its foundations. This will allow for the removal of the existing foundation walls to occur in the safest manner so that soldier piles can brace the existing soils while the foundations are strategically removed by your demolition subcontractor. During demolition, the timber lagging will be installed.

With this approach of initially installing the soldier piles prior to demolition, this offers the best solution for the city to maintain the stability of South Union Street and its existing utilities. If soldier piles were to be installed post-demolition, this would leave the street, and its utilities exposed and complicate the construction process.

Need to abandon the shoring in place

Within urban environments and the need to construct a temporary shoring wall to retain adjacent properties, city streets or other features, it is more commonplace to abandon said shoring in place. As with this particular job, there would be significant risk to the new structure, surrounding neighbors and the utilities below South Union Street if HELICAL were to make an attempt to pull the soldier piles.

It's commonplace during removal of the soldier piles for a significant higher amount of energy to be used to get the soldier piles to disengage from the soil and pull out of the ground. This creates very high vibrations, which would almost certainly result in cracking the new structures' foundation and potential damage to the utilities. There would also be a void left in the ground where the soldier pile was pulled, which could compromise the support of the new structure given their close proximity to the foundations. Proposed foundation support is also ground improvement, which would not perform under post installation vibrations. Within urban environments like this project, removal of the shoring is not advised given the risks.

Conclusion

Overall, HELICAL, who does our own in-house engineering, tried our best to balance cost versus risk taking into account all the onsite constraints, sequence of construction and consideration to the City of Burlington's streets and utilities. We feel that the proposed option of pre-augered SP&L does the best job taking all items into consideration. It also does leave the least amount of product in the ground and will be abandoned below the street level to minimize future below grade features.

Please let us know if you have any questions. We look forward to working with you on this project.

Sincerely,

Michael D. Cronenberger, P.E.
HELICAL DRILLING, INC.

File: 266 College St - HELICAL SOE Letter 2.12.2025



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee

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

DATE: April 23, 2025

CC: Peter Procaccio, P.E.; Senior Public Works Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Assistant Director of Public Works/City Engineer
Jackie Esperti, Public Works -Director of Parking Services

RE: 260, 266 College St. & 89 S. Union St. – Easement Clarification Agreement

Request

Greencastle Group, LLC, owner of the building located at 260 and 266 College Street in conjunction with Seizan Capital College Street LLC, is requesting approval to execute an easement agreement between The City of Burlington (the “City”) and the owners of 260 and 266 College Street respectively (the “College Street Parties”).

The request, if approved, will formally acknowledge an access easement across the city owned parcel containing a public parking lot located at 89 South Union Street (adjacent to downtown City Market) and dissolves an existing easement on city property for future installation of a sidewalk and barriers. The agreement also acknowledges a new pedestrian easement for egress, and a lot line adjustment between the city parking lot at 89 S. Union and 266 College Street.

Overview

Department of Public Works received a request from Greencastle, representing the College Street Parties, to review and provide comments on existing easements for the properties located at 260 and 266 College Street, and the city parking lot at 89 South Union Street.

Staff reviewed the existing easements to consider future needs and use of city parking lot, as it relates to the proposed design and function of the new building intended to replace the old YMCA at 266 College Street.

Several existing easements were identified as needing revision or relinquishment. The first pertains to an easement on the south side of the city parking lot, to allow the former YMCA to install an concrete sidewalk and vehicle barrier in a portion of the parking lot. The sidewalk and barrier were never installed, and neither party has interest in placing a sidewalk in this location,

nor is there space to comply with ADA public sidewalk regulations and provide public parking at this same time. To protect the building from vehicle mishaps, and to help define parking stalls, a concrete curb will be installed on the property line between 266 College St and the city owned parking lot., with a small portion of the curb existing in the city parking lot.

The second easement for revision pertains to an existing asphalt ramp that connects the city parking lot to the lower parking area on the west side of 266 College Street. The ramp provides vehicle access between the two lots, and features an abrupt change in grade elevation. Per the existing easement, the responsibility to maintain the existing ramp and associated retaining wall fell to the city. There is no benefit to the city in retaining liability and maintenance rights to the ramp, primarily used for private access to 260 and 266 College Street. To resolve this issue, a lot line adjustment was proposed between the property owners, and would convey the area of the ramp and retaining wall to the 266 College Street property, while still retaining access rights to a portion of the ravine sewer for municipal operations.

The final revision, is a new easement for pedestrian access. The north side of the building at 266 College Street will connect to the south side of the city parking lot via a doorway for emergency pedestrian egress, as required under Zoning Permit ZP 25-8. There will be a 6' x 17' hatch mark painted "no parking zone" on the south side of the city parking lot to accommodate the required egress. In discussing this particular easement, it was important that the city not relinquish any public parking spaces in trying to accommodate the request. During review, it was discovered that the 6' x 17' egress zone could be included, with a minor line striping revision to retain the existing 21 parking spaces using an 8.5' x 17' parking stall dimension. With the revised line striping plan to standardize the entire parking lot, the city will gain one addition public parking space at the end of the project.

Recommendation

The Department of Public Works is supportive of executing an easement agreement between the applicant and the City.

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. VHB Easement Exhibit
- B. Layout and Materials Plan
- C. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Easement Agreement between The College Street Parties and the City, and authorize the Mayor and Director of Public Works to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

City Council:

"To approve and recommend that the City Council approve the Easement Agreement between the College Street Parties and the City, and authorize the Mayor and Director of Public Works to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

EASEMENT AGREEMENT

This Agreement ("Agreement") is made by and among The City of Burlington, Vermont (the "City") and 260 College Street, LLC, 266 College Green Castle, LLC and Seizan Capital College Street, LLC (collectively, the "College Street Parties"), with respect to the following facts: Whereas, the City of Burlington is the owner of certain real property identified as Parcel ID# 049-3-159.001 currently used as a parking lot which is depicted on Map Slide 346C (the "City Property"), and as depicted on the site map attached hereto as Exhibit A (the "Site Map"); and

Whereas, the City Property is contiguous to three (3) parcels of land owned by and being redeveloped by the College Street Parties (the "College Street Properties"); and

Whereas, the College Street Properties are also depicted on the Site Map and are more particularly described as follows:

-Real property with an address of 266 College Street and Parcel ID #049-3-168, which was conveyed to 266 College Green Castle, LLC and Seizan Capital College Street, LLC by deed of Giri Burlington Property LLC and DHP Management Inc. dated 11/15/24 of record at Volume 1727; Page 279-281 of the City of Burlington Land Records (the "266 College Property"),

-Real property with an address of 252 College Street and Parcel ID #049-3-166 which was conveyed to 260 College Street, LLC by deed of record at Volume 1739; Page 48 of the City of Burlington Land Records (the "260 College Property"), and

-Real property with an address of 260 College Street and Parcel ID #049-3-167 Volume which was conveyed to 260 College Street, LLC by deed of record at Volume 1739; Page 48 of the City of Burlington Land Records (the "252 College Property"); and

Whereas, the City Property is currently burdened by the following easements:

- Access Easement. A right of way for ingress and egress to and from South Union Street to and from the 260 College Property as set forth in the Warranty Deed from New England Telephone and Telegraph Company to the City of Burlington dated April 11, 1958, and recorded in Volume 154, Page 345 of the Land Records (the "Access Easement"). The Access Easement is depicted on the Site Map as E3, and

- Concrete Pads, Vehicle Barrier and Sidewalk Easements. Easements and rights of way as described and/or referenced in an Easement and Right of Way Agreement by and between the Greater Burlington Young Men's Christian Association, Inc. and the City of Burlington dated August 16, 1983 and recorded in Volume 298, Page 21 of the aforesaid Land Records for the installation and maintenance of two (2) 6' x 4' concrete pads and 4 steel posts to act as a vehicle barrier and springing right to a 4' wide sidewalk along the Southerly boundary of the City Property to South Union Street. The Concrete Pad, Vehicle Barrier and Side Walk Easements

are depicted on the Site Map as E4, E5, E6 and E7 (the “Concrete Pad, Vehicle Barrier and Sidewalk Easements”); and

Whereas, the Access Easement Deed identifies an area shown as a cross hatched area (the “Access Easement Area”) on the Site Map (PE 5) which currently holds an existing vehicular ramp running to and from the City Property and the College Street Properties and holds related retaining wall structures located on the City Property and contains a provision requiring the City to, (1) build and maintain the vehicular ramp; (2) maintain the retaining wall between the City Property and the 260 Property, and (3) maintain fencing and a gate; and

Whereas, the College Street Parties wish to construct improvements to the College Street Properties to include multi-family housing on each of the College Street Properties and to expand and improve the existing vehicular ramp and related structures and to gain certain entitlements necessary to redevelopment of the College Street Properties; and

Whereas, the City wishes to be relieved of the obligations to maintain the retaining wall, ramp, fencing and gate described in the Access Easement Deed and to have the Concrete Pad, Vehicle Barrier and Sidewalk Easement relinquished to the City;

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. Relinquishment to City of Concrete Pad, Vehicle Barrier and Sidewalk Easements. The College Street Parties hereby grant and convey and relinquish unto the City of Burlington, the Concrete Pad, Vehicle Barrier and Sidewalk Easements.
2. Ramp, Control Gate and Retaining Wall. The College Street Parties shall process, at their own expense, a lot line adjustment conveying the Access Easement Area to the owner of 260 College Street, to be encumbered by an access easement for the benefit of the other College Street Properties. The City shall consent, as a property owner, in the lot line adjustment, provided that the City shall retain access rights to be negotiated in good faith between the parties and reasonably acceptable to the City to the same Access Easement Area for stormwater purposes; and provided further that the conveyance shall be subject to a covenant running with the land for the benefit of the City Property requiring the owner of the Access Easement Area to maintain the wall, ramp, fencing, and gate in good condition and to seek approval from the City or its successor(s) in interest in the City Property to any modifications of the Access Easement Area, which approval shall not be unreasonably withheld so long as access for stormwater purposes is maintained and the modifications will not compromise the structural integrity of the Access Easement Area and surrounding properties.
3. New Pedestrian Egress Easement. The City hereby grants to the College Street Parties, the perpetual, exclusive right over the City Property to construct, reconstruct, maintain, repair, replace, certain pavement markings on the City Property in the area shown as PE2 on the Site map and the right to maintain a pedestrian egress from 266 College Property in the area shown as PE2 on the Site Map.

4. Access Easement to benefit all of the College Street Properties. The City hereby confirms and grants unto all of the College Street Parties the perpetual, non-exclusive right of ingress and egress over the City Property to and from South Union Street to benefit all of the College Street Properties, which easement is depicted on the Site Map as E3.

5. License Agreement. The City shall negotiate in good faith a license agreement with the College Street Parties to allow the College Street Parties to construct, use, repair and maintain: (1) a stormwater treatment system to be constructed beneath College Street; (2) the existing entry steps located on College Street, (3) underground foundation footings, and (4) soldier pile and wood lagging support of excavation system all as depicted on the Site Map as PE2 and PE3, respectively. The license agreement(s) shall also address temporary use of the City Property during construction, and authorize the construction, use, repair, and maintenance of certain balconies upon the 266 College Street Property, as depicted on the Site Map to overhang Union Street.

6. Nonwaiver of City Police Power. The City is entering this Agreement solely in its proprietary capacity and not in its sovereign capacity. Nothing herein shall be deemed to waive the City's police power over the City Property, the College Street Properties, or any other real estate affected hereby.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns. This Agreement is solely for the benefit of said parties and their respective successors and assigns and may not be enforced by, nor shall it be construed for the benefit of, any third party.

8. Governing Law. This Agreement shall be governed by the laws of the State of Vermont as to all matters, including but not limited to matters of validity, construction, effect, and performance.

9. Miscellaneous. This Agreement represents the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior understandings respecting the same, whether written, oral, or implied. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall remain in effect as necessary to effectuate the parties' original intent as closely as possible. No waiver or amendment of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original and all of which together shall constitute but one and the same document.

(signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date set forth below.

266 Green Castle, LLC

By: _____
Name: _____

Title: Managing Member

STATE OF _____

_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____

Notary Public

Commission Expires:

Commission Number:

Seizan Capital College Street, LLC

By: _____
Name: _____

Title: Managing Member

STATE OF _____

_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2025
personally appeared _____, to me known, being the Managing Member of
_____, and he acknowledged this instrument, by him signed, to be his free act
and deed individually and on behalf of the entities on which he acted.

Before me _____

Notary Public

Commission Expires:

Commission Number:

City of Burlington

By: _____

Name:

Title:

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

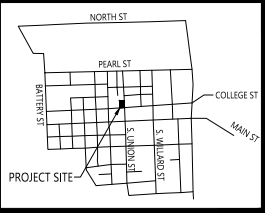
At Burlington, in said County and State, this ____ day of _____. 2025 personally appeared _____, to me known, being the _____ of the City of Burlington, and ___ acknowledged this instrument, by _____ signed, to be _____ free act and deed and the free act and deed of the City of Burlington.

Before me _____

Notary Public

Commission Expires:

Commission Number:



LOCUS MAP (NOT TO SCALE)

Existing Easement Notes

- E1. AGREEMENT FOR LICENSE OF RIGHT OF WAY VOLUME 298, PAGE 182
LICENSE FOR USE OF THE EXISTING DRIVEWAY LOCATED UPON THE PREMISES DESIGNATED AS 102 SOUTH WINDOSKI AVENUE.
"THE DRIVEWAY WITH AN APPROXIMATE WIDTH OF 10 FEET, BEGINS AT THE EAST SIDE OF SOUTH WINDOSKI AVENUE AT THE SOUTHWEST CORNER OF THE THOMPSON'S PROPERTY AND IT PROCEEDS IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF THE THOMPSON'S PROPERTY TO THE SOUTHEAST CORNER THEREOF ADJOINING THE WEST LINE OF LAND AND PREMISES OF VISITING NURSES ASSOCIATION, INC."
- E2. REVOCABLE LICENSE AGREEMENT FOR THE PURPOSES OF INGRESS AND EGRESS OVER AND ACROSS THE REAR OR MOTHERLY PORTION OF THE PROPERTY KNOWN AND DESIGNATED AS 260 COLLEGE STREET. VOLUME 298, PAGE 185
"THE RIGHT OF INGRESS AND EGRESS BEGINS AT THE WESTERLY SIDELINE OF THE VNA LAND TO Y LAND AND IT SHALL ALSO BE ON THAT PORTION OF VNA LAND SO THAT ACCESS MAY BE HAD TO Y LAND FROM THE DRIVEWAY RAMP WHICH LEADS SOUTHERLY FROM THE CITY OF BURLINGTON PARKING LOT."
- E3. RIGHT-OF-WAY FOR INGRESS AND EGRESS FROM THE FORMER NET/ST LAND TO S. UNION STREET DESCRIBED IN THE WARRANTY DEED DATED APRIL 11, 1958 VOLUME 154, PAGE 345
- E4. EASEMENT FOR INSTALLATION, MAINTENANCE, AND USE OF A CONCRETE PAD 6'x4'x4" THICK VOLUME 298, PAGE 21
- E5. EASEMENT FOR INSTALLATION, MAINTENANCE, AND USE OF A VEHICLE BARRIER VOLUME 298, PAGE 21
- E6. EASEMENT FOR INSTALLATION, MAINTENANCE, AND USE OF A CONCRETE PAD 6'x4'x4" THICK VOLUME 298, PAGE 21
- E7. FUTURE EASEMENT FOR 4" UNIFORM SIDEWALK VOLUME 298, PAGE 21
- E8. DEED OF EASEMENTS FOR PIPELINES VOLUME 796, PAGE 221 (LOCATION OF GAS LINE SHOWN, EASEMENT EXTENTS UNPLOTTABLE AS DESCRIBED)
- E9. PIPELINE EASEMENT STRIP No. 1 VOLUME 896, PAGE 334
- E10. PIPELINE EASEMENT STRIP No. 2 VOLUME 896, PAGE 334
- E11. UNDERGROUND ELECTRIC FACILITIES PERPETUAL EASEMENT VOLUME 660, PAGE 608 (APPROX. LOCATION OF CONDUIT SHOWN)
- E12. DESIGNATION OF PARKING SPACES RELATING TO LOTS 9, 10, 11, AND 12 (FOUR PARKING SPACES) VOLUME 729, PAGE 529 (UNCLEAR WHICH SPACES CORRESPOND TO THE RIGHTS INCLUDED IN THE DOCUMENT)

Unplottable Easement Notes:

BOOK 404, PAGE 627
WINSTON HART TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY. THE RIGHT TO PLACE, REPLACE, MAINTAIN AND REMOVE WIRES, CABLES, CONDUITS, PULL BOXES AND NECESSARY FIXTURES FOR TELEPHONE AND RELATED USES AND FOR THE TRANSPORTATION OF ELECTRIC POWER. APPLIES TO 252 COLLEGE STREET.

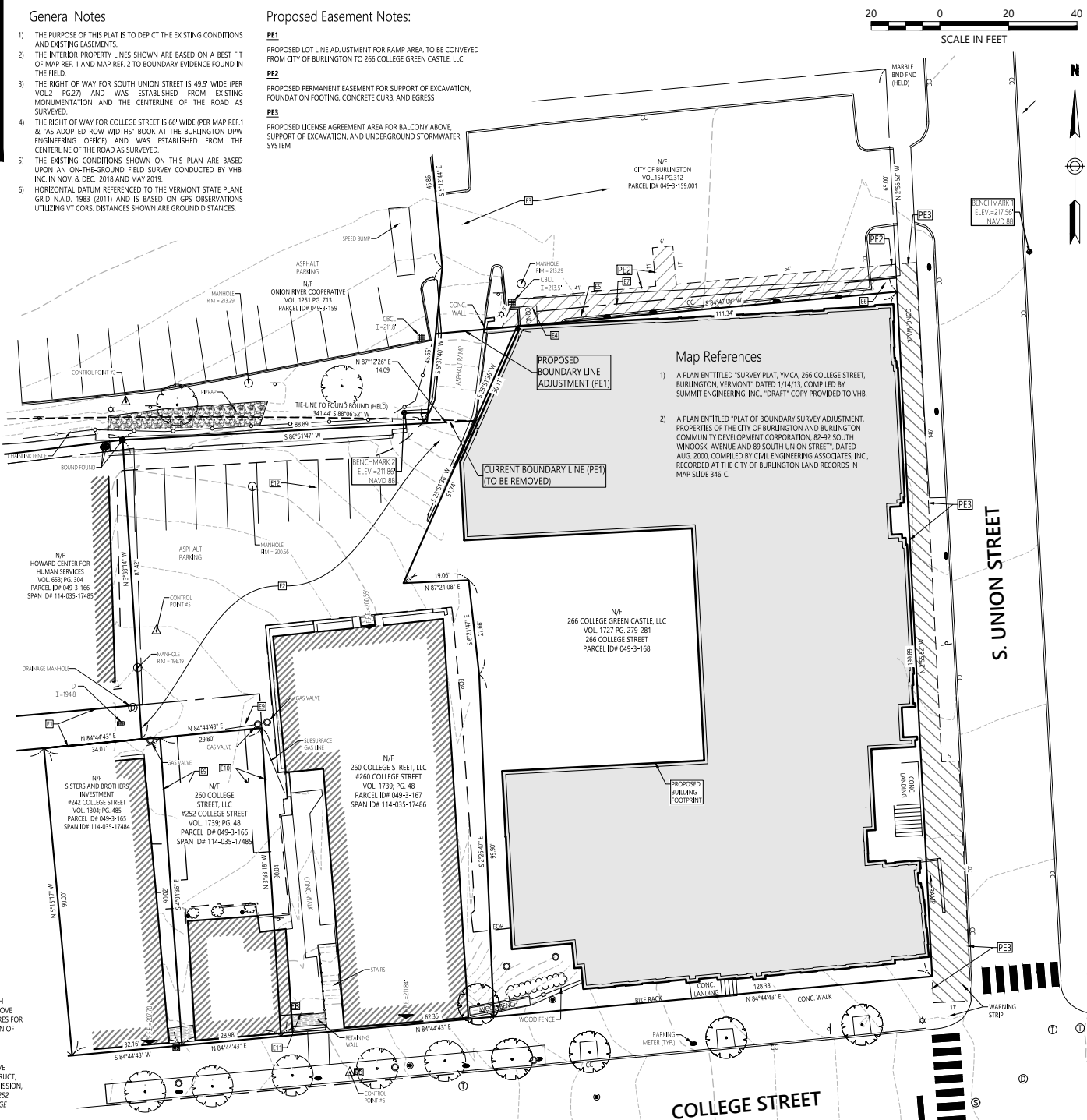
BOOK 418, PAGE 233
WINSTON HART TO CITY OF BURLINGTON. PERPETUAL, EXCLUSIVE RIGHT-OF-WAY AND EASEMENT TO LAY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REPLACE, AND REMOVE ELECTRIC TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES. APPLIES TO 252 COLLEGE STREET; RIGHT OF ACCESS ALSO APPLIES TO 260 COLLEGE STREET.

General Notes

- 1) THE PURPOSE OF THIS PLAT IS TO DEPICT THE EXISTING CONDITIONS AND EXISTING EASEMENTS.
- 2) THE INTERIOR PROPERTY LINES SHOWN ARE BASED ON A BEST FIT OF MAP REF. 1 AND MAP REF. 2 TO BOUNDARY EVIDENCE FOUND IN THE FIELD.
- 3) THE RIGHT OF WAY FOR SOUTH UNION STREET IS 49.5' WIDE (PER VOL.2 PG.27) AND WAS ESTABLISHED FROM EXISTING MONUMENTATION AND THE CENTERLINE OF THE ROAD AS SURVEYED.
- 4) THE RIGHT OF WAY FOR COLLEGE STREET IS 66' WIDE (PER MAP REF.1 & AS-ADOPTED ROW WIDTHS' BOOK AT THE BURLINGTON DPW ENGINEERING OFFICE) AND WAS ESTABLISHED FROM THE CENTERLINE OF THE ROAD AS SURVEYED.
- 5) THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON AN ON-THE-GROUND FIELD SURVEY CONDUCTED BY VHB, INC. IN NOV. & DEC. 2018 AND MAY 2019.
- 6) HORIZONTAL DATUM REFERENCED TO THE VERMONT STATE PLANE GRID N.A.D. 1983 (2011) AND IS BASED ON GPS OBSERVATIONS UTILIZING VT CORS. DISTANCES SHOWN ARE GROUND DISTANCES.

Proposed Easement Notes:

- PE1**
PROPOSED LOT LINE ADJUSTMENT FOR RAMP AREA, TO BE CONVEYED FROM CITY OF BURLINGTON TO 266 COLLEGE GREEN CASTLE, LLC.
- PE2**
PROPOSED PERMANENT EASEMENT FOR SUPPORT OF EXCAVATION, FOUNDATION FOOTING, CONCRETE CURB, AND EGRESS
- PE3**
PROPOSED LICENSE AGREEMENT AREA FOR BALCONY ABOVE, SUPPORT OF EXCAVATION, AND UNDERGROUND STORMWATER SYSTEM



Map References

- 1) A PLAN ENTITLED 'SURVEY PLAT, YMCA, 266 COLLEGE STREET, BURLINGTON, VERMONT' DATED 1/14/13, COMPILED BY SUMMIT ENGINEERING, INC., "DRAFT" COPY PROVIDED TO VHB.
- 2) A PLAN ENTITLED 'PLAT OF BOUNDARY SURVEY ADJUSTMENT, PROPERTIES OF THE CITY OF BURLINGTON AND BURLINGTON COMMUNITY DEVELOPMENT CORPORATION, 82-92 SOUTH WINDOSKI AVENUE AND 89 SOUTH UNION STREET,' DATED AUG. 2008, COMPILED BY CIVIL ENGINEERING ASSOCIATES, INC., RECORDED AT THE CITY OF BURLINGTON LAND RECORDS IN MAP SHEET 346-C.



vhb.com

vhb

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Legend

- Ⓜ DRAIN MANHOLE
 - Ⓜ CATCH BASIN
 - Ⓜ SEWER MANHOLE
 - Ⓜ ELECTRIC MANHOLE
 - Ⓜ TELEPHONE MANHOLE
 - Ⓜ MANHOLE
 - Ⓜ WATER GATE
 - Ⓜ FIRE HYDRANT
 - Ⓜ GAS GATE
 - Ⓜ STREET SIGN
 - Ⓜ LIGHT POLE
 - Ⓜ UTILITY POLE
 - Ⓜ GUY POLE
 - Ⓜ GUY WIRE
 - Ⓜ WELL
- F.F.E.=45.27'
FINISHED FLOOR ELEVATION
- PROPERTY LINE
 - ABUTTER LINE
 - EDGE OF PAVEMENT
 - CONCRETE CURB
 - GUARD RAIL
 - CHAIN LINK FENCE
 - DRAINAGE LINE
 - SEWER LINE
 - OVERHEAD WIRE
 - UNDERGROUND ELECTRIC
 - TELEPHONE LINE
 - GAS LINE
 - WATER LINE

Easement Exhibit

266 College Street
Burlington, Vermont

No.	Revision	Date	Appr'd.

Prepared by: S.Compton
Checked by: PS

Drawn by: [blank]
Date: March 26, 2025

252, 260, 266
College Street
Plan of Land

Sv-1

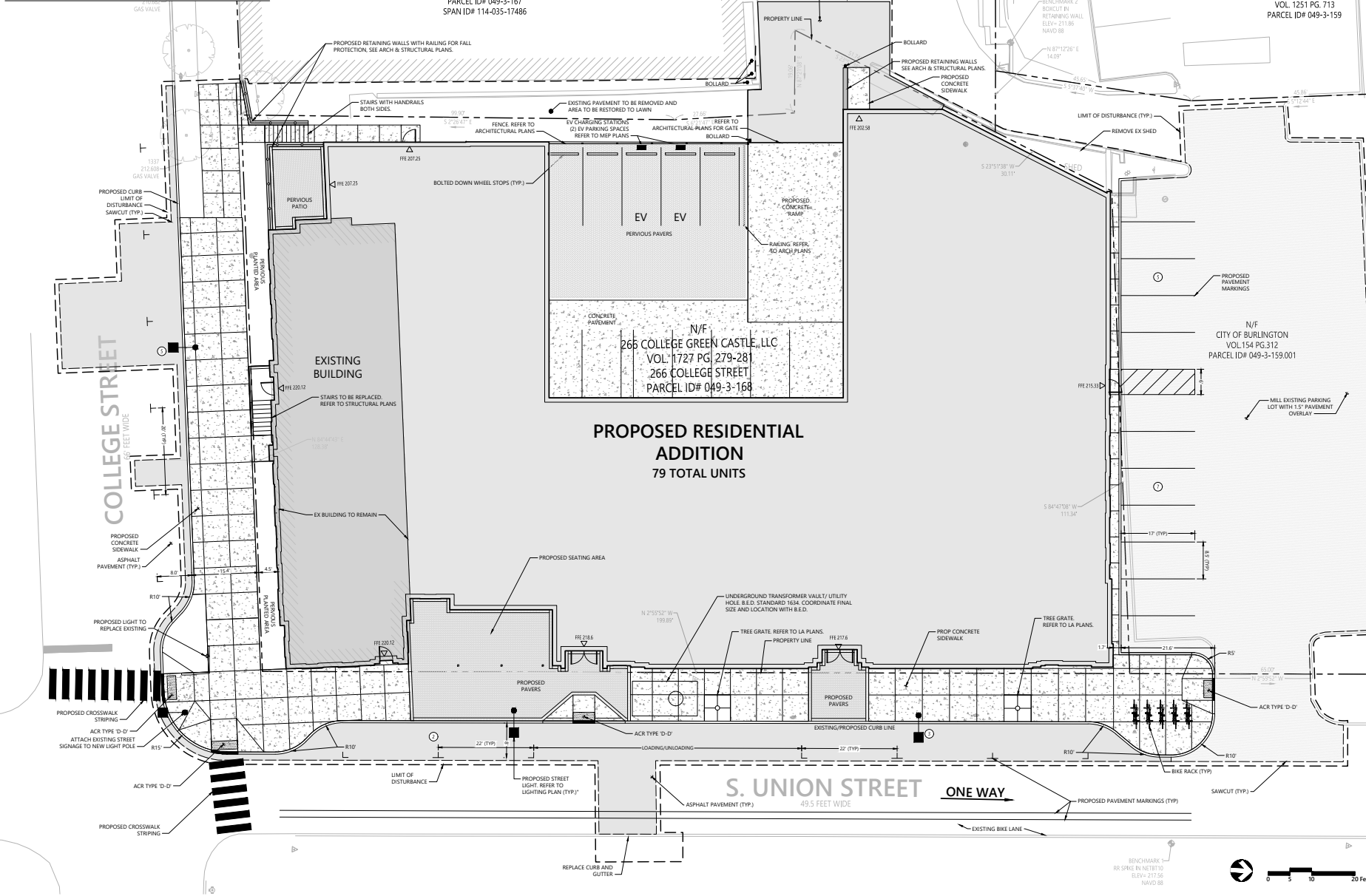
Sheet 1 of 1
Project Number: 58153.00

Attachment B

Zoning Summary Chart

Zoning District(S):	Downtown Center - FD5		
Parking District:	Multimodal Mixed Use		
Height District:	F		
Site Calculations	Existing	Required	Provided
LOT AREA	0.59 Acres	No Change	0.59 Acres
PERVIOUS SURFACE	NA	10%	10.8%

* Pervious surface is comprised of 1.80' of pervious paving surfaces and 80% of pervious planted area.



CIVIL ENGINEER, & LANDSCAPE:
 VHB
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 Building 100
 S. Burlington, VT 05403
 802-497-6165

STRUCTURAL ENGINEER:
 Hardy Structural Engineers
 875 Roosevelt Hwy.
 Ste. 130
 Colchester, VT 05446
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MECHANICAL, PLUMBING, & ELECTRICAL ENGINEER
 CES Engineering, LLC
 35 Pleasant Street
 Concord NH 03301
 603-688-5925

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Apartments
 266 College Street
 Burlington, VT 05401

ISSUED:
 01/17/2025

BID SET
 NOT FOR CONSTRUCTION

Layout and Materials Plan

SCALE: 1" = 10'

C2.0

