



City Council - License Committee

Wednesday, August 20, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/92673921126>

Phone one-tap:

+13052241968, 92673921126# US

Join via audio:

+1 305 224 1968 US

Webinar ID: 926 7392 1126

International numbers available: <https://zoom.us/u/acRg1S5LAD>

1. Agenda

| | |
|--------------------|---|
| Subject | 1.1. Motion to adopt agenda |
| Meeting | August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 the agenda as follows: add to the consent agenda item 3.8. Communication: BPD, re: UVM New President Installation Ceremony & Procession, September 30, 2025, 11 am - 5 pm; add to the consent agenda item 3.9. Communication: BPD, re: Block Party, September 6, 2025 (rain date September 7, 2025), Killarney Drive, 4 pm - 9 pm |

2. Public Forum

| | |
|----------------|--|
| Subject | 2.1. Verbal Comments |
| Meeting | August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 | August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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. Communication: BPD, re: Vermont Rises, June 14, 2025, 11:15 am - 11:45 am, Begin at City Hall Park and end at Waterfront Park |
| Meeting | August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 readng, accept the communication and place it on file |

| | |
|--------------------|--|
| Subject | 3.3. Communication: BPD, re: Block Party, July 26, 2025, 9 am - 5 pm, Decatur Street |
| Meeting | August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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. Communication: BPD, re: Block Party, August 9, 2025, Spring Street, 11 am - 2 pm |
|----------------|--|

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 3.5. Communication: BPD, re: Block Party, August 16, 2025, Convent Square, 5 pm - 10 pm

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 3.6. Communication: BPD, re: UVM First Year Student Move-in Days, August 20 - 21, 2025, University Heights

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 3.7. Communication: BPD, re: UVM Convocation, August 24, 2025, Multiple, 3 pm - 9 pm

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 **3.8. Communication: BPD, re: UVM New President Installation Ceremony & Procession, September 30, 2025, 11 am - 5 pm, Northbound traffic shut down on University Place from Main Street**

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 **3.9. Communication: BPD, re: Block Party, September 6, 2025 (rain date September 7, 2025), Killarney Drive, 4 pm -9 pm**

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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

4. Deliberative Agenda

Subject **4.1. Special Event Outdoor Entertainment Permit Application (one day only): Genesis Vermont, October 3, 2025, 5 pm - 10 pm, 420 Pine Street**

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 Genesis Vermont, October 3, 2025, 5 pm - 10 pm, 420 Pine Street

Subject **4.2. Special Event Outdoor Entertainment Permit Application (three days only): High Desert Light & Sound, September 5th - 7th, 5 pm - 10 pm, 345 Pine Street**

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 High Desert Light & Sound, September 5th - 7th, 5 pm - 10 pm, 345 Pine Street

Subject 4.3. Special Event Outdoor Entertainment Permit Application (three days only): SEABA, September 5 - 7, 2025, various times, South End Arts District along Pine Street from Maple to Flynn Ave

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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, **as amended**, for SEABA, September 5 - 7, 2025. various times, South End Arts District along Pine Street from Maple to Flynn Ave

Subject 4.4. 169 Church Street - Encumbrance Permit Application - Outdoor seating area - DPW

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 Thai Taste Café, LLC . d/b/a East West Cafe for the address located at 169 Church Street, requesting use of the sidewalk on the west side of Lower Church Street parking stall and greenbelt for a staging area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office

Subject 4.5. 131 Main Street - Encumbrance Application - Outdoor Seating - DPW

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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 Gryphon, LLC, for the installation and use of an outdoor seating area at 131 Main 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 15th 2025

5. Adjournment

Subject **5.1. Motion to adjourn**

Meeting August 20, 2025 - City Council License Committee Meeting - Wednesday, August 20, 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



PERMIT

Pursuant to City Ordinance 27-6

'25 JUN 11 PM 2:03

DATE OF EVENT: Saturday, June 14, 2025

TIME: 11:15AM—11:45AM

LOCATION: Route: Begin at City Hall Park, Church Street to College Street, continue on College Street to Waterfront Park.

ORGANIZATION/EVENT: Vermont Rises

COORDINATOR: Monique Fox z <moniquew.fox@gmail.com> 802-871-0182

PERMIT ISSUED BY POLICE DEPARTMENT 6/10/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: _____

Chief Shawn Burke

ADDITIONAL INFORMATION/CONDITIONS:

- Group is to **remain on the sidewalk** and out of the roadway, streets, and parking areas adjacent to the site.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- No Amplified sound. Noise ordinance will apply.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- Any litter will be removed at the end of the event.
- All appropriate authorities/affected parties as outlined on checklist provided will be notified of the event.
- Volunteers will monitor the participants involved in the walk. Volunteers will assist the participants in roadway crossing at College/Battery Streets. Volunteers will wear reflective traffic vests. 20 participants are expected. Volunteers will sweep the route for remaining participants at the conclusion of the event.
- Permit required from Burlington Parks Recreation & Waterfront.

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

SIGNATURE _____ DATE _____ PHONE _____

ADDRESS _____



'25 JUL 17 PM 2:57

PERMIT

Pursuant to City Ordinance 27-6

DATE: Saturday, July 26, 2025

TIME: 9:00AM to 5:00PM

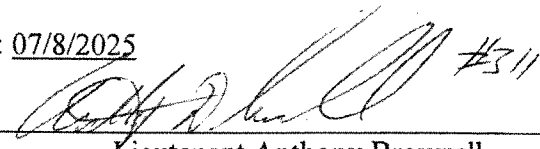
LOCATION: Decatur Street, between N Winooski Ave and Intervale Ave.

EVENT: Block Party

COORDINATOR: Jonatan Chen-Zion < jonichenzion@gmail.com >

PERMIT ISSUED BY **POLICE** DEPARTMENT: DATE: 07/8/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

 #311
Lieutenant Anthony Brownell

ADDITIONAL INFORMATION:

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

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

SIGNATURE: Jonatan Chen-Zion DATE: 7.17.2025 PHONE: 802-373-6263

ADDRESS: 30 Decatur St, Burlington

Copies to:

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

- City Clerk
- Park's Department
- DPW
- Fire Department



'25 JUL 22 AM 9:32

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, August 9, 2025

TIME: 11:00AM-2:00PM

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

EVENT: Block Party

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

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 7/3/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: _____

Lieutenant Anthony Brownell

ADDITIONAL INFORMATION/CONDITIONS:

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

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

SIGNATURE _____

07/21/2025

802-373-6118

DATE _____

PHONE _____

ADDRESS _____

27 Spring Street, Burlington, VT, 05401

Copies to:

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



'25 AUG 6 AM 9:26

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, August 16, 2025

TIME: 5-10PM

LOCATION: Convent Square (North Ave to 28 Convent Square)

EVENT: Block Party

COORDINATOR: Jory Hearst 802-236-1894

PERMIT ISSUED BY **POLICE** DEPARTMENT ON: July 16, 2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: _____

Anthony Brownell #311
Lieutenant Anthony Brownell

ADDITIONAL INFORMATION:

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

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

SIGNATURE _____ DATE _____ PHONE _____

ADDRESS _____



25 JUL 30 AM 8:20

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATES OF EVENT: Wednesday August 20 & Thursday August 21, 2025 / 6:30AM – 5:00PM

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

EVENT: UVM First Year Student Move-in Days

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

PERMIT ISSUED BY POLICE DEPARTMENT 7/16/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE Jacob Seller
Lieutenant Jacob Seller

ADDITIONAL INFORMATION:

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

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

SIGNATURE [Signature] **DATE** 7/29/25 **PHONE** (802) 363-5016

ADDRESS 12 Centennial Woods Wy 3TV

Copies to:

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



25 JUL 30 AM 9:20

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Sunday, August 24, 2025

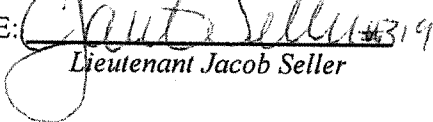
TIME: 3PM – 9PM

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

EVENT: UVM Convocation

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


PERMIT ISSUED BY **POLICE DEPARTMENT** 7/22/25

SIGNATURE OF DEPARTMENT REPRESENTATIVE: 
Lieutenant Jacob Seller

ADDITIONAL INFORMATION:

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

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

SIGNATURE  DATE 7/29/25 PHONE (802) 363-5016

ADDRESS 12 CENTRAL WOODS WAY BTV



25 AUG 19 PM 1:08

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Tuesday, September 30, 2025

TIME: 11:00AM-5:00PM

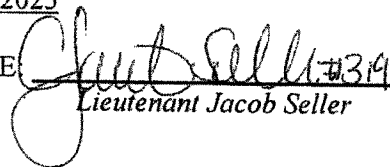
LOCATION: Northbound traffic shut down on University Place from Main Street.

EVENT: University of Vermont New President Installation Ceremony & Procession

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

PERMIT ISSUED BY **POLICE DEPARTMENT** 8/16/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

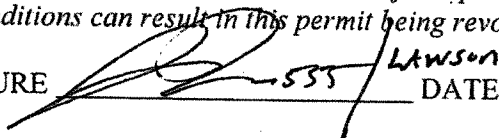

Lieutenant Jacob Seller

ADDITIONAL INFORMATION:

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

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

SIGNATURE


555 / Lawson

DATE

8/19/25

PHONE

(802) 363-5016

ADDRESS

12 CENTENNIAL WOODS WAY BTV

'25 AUG 19 PM 2:59



PERMIT

Pursuant to City Ordinance 27-6

DATE: Saturday, September 6, 2025
(Rain date: Sunday, September 7, 2025)

TIME: 4:00PM – 9:00PM

LOCATION: Killarney Drive; cul-de-sac closed to traffic.

EVENT: Block Party

COORDINATOR: Philip Pezeshki <ppezeshki1@gmail.com> / 802-373-8265

PERMIT ISSUED BY **POLICE DEPARTMENT**: DATE: 8/17/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Jacob Seller #319
Lieutenant Jake Seller

ADDITIONAL INFORMATION:

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

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

SIGNATURE Philip Pezeshki

PHONE 802-373-8265

ADDRESS 117 Killarney Dr, Burlington, VT 05401



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 Adam Osha
2. D/B/A (Business Name) Genesis Vermont 3. Bus. Phone 802-236-6355
4. Business Address N/A
5. Mailing Address 339 St. Paul Street, Burlington VT, 05401
6. Contact person Adam Osha 7. Contact Phone 802-236-6355
8. Email contact address genesisvermont@gmail.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or (No) - No alcohol at event
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or (No) \$25.00
3. Proposed Date(s) for this Special Event October 3, 2025
4. Proposed Hours for this Special Event 5-10pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
420 Pine Street. The venue is behind Artstriot and right outside of Aiven Studios (venue owners). They held Art Hop events here last year.

For this Proposed location please answer the following questions:

- a) Occupancy Load 1,000 + capacity expect 3-500 b) # of Restrooms 2 c) # of Egresses 3 exits leading to
- d) Date of last Fire/Safety Check at most unsure but used for Art hop e) Dancing by Patrons? (Yes) or No Road of parking lots.
- f) Amplified Music? (Yes) or No g) Will additional staff and/or security be required? (Yes) or No Last year.

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description This event will be a free community event featuring Live Music Artists, food trucks, and vendors. With many venues closing in town, we are getting creative with our next venture. The event will also be a fundraiser and be accepting donations for a cause of our choice, (currently considering NAMI or DREAM). All food trucks will be legal and licensed, and we will provide bathrooms, trashes, and security via Chocolate Thunder. Since the event is free, we are securing donations from local businesses to pay artists. So far our sponsors are Heybud, Sticky Brand, Healthy Living, and Haute and Heady.

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

DATE SIGNED: 7/3/25

SIGNATURE OF APPLICANT *adam osha*

PRINT NAME: Adam Osha

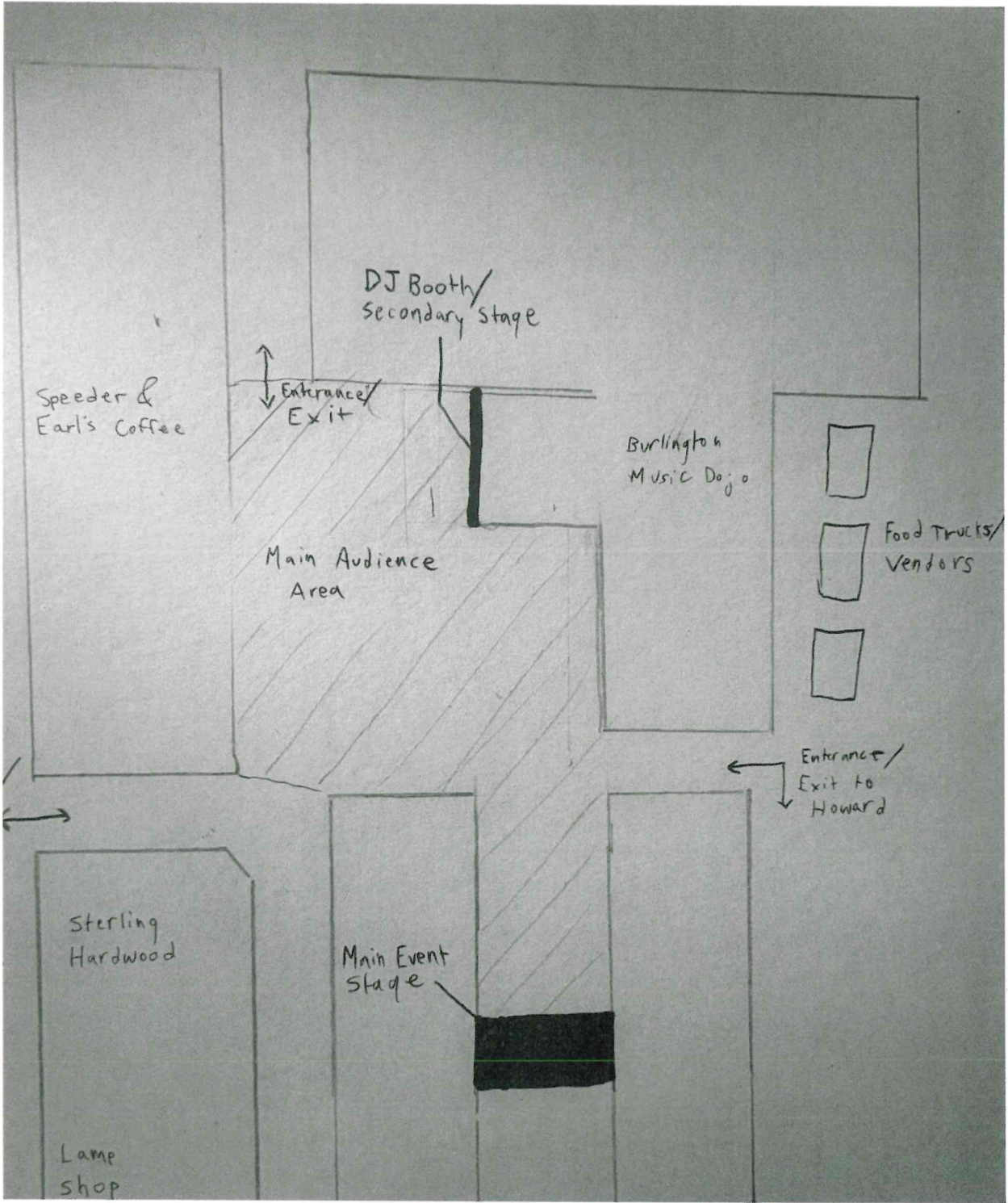
RELATIONSHIP TO BUSINESS owner

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.





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: Outdoor Art Hop Wood Sculpture - Aweigh
2. D/B/A (Business Name) High Desert Light & Sound 3. Bus. Phone (802)-310-6791
4. Business Address_345 Pine Street
5. Mailing Address _345 Pine Street
6. Contact person _Michael R Haseck_ 7. Contact Phone __802-310-6791
8. Email contact address __michael.haseck@gmail.com

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event Sept 5th-7th
4. Proposed Hours for this Special Event 5pm-12pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
It will be placed the the lawn opposite the etnrance of 345 Pine St

For this Proposed location please answer the following questions:

- a) Occupancy Load NA b) # of Restrooms NA c) # of Egresses Outside
d) Date of last Fire/Safety Check Outside 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

pdchk# 0800005576
20 8/8/25

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description _____
There will be DJ's playing 30-1hr timeslots at the Anchor while the ART Hop event is going on Sept 5th-7th

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

DATE SIGNED: 7/30/2025

SIGNATURE OF APPLICANT Michael Haseck

PRINT NAME: Michael Haseck

RELATIONSHIP TO BUSINESS None, Outside placement Sculpture.

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.

Search this area



Anchor here
Art Hop 2025
Sept 5th-7th

Odd Otter Ice Cream
Ice Cream

Barge Canal Market
Antique store

Speaking Volumes Books
Used book store

The Pinery
Beer Garden

Pine St

Pine St

Marble Ave

Marble Ave

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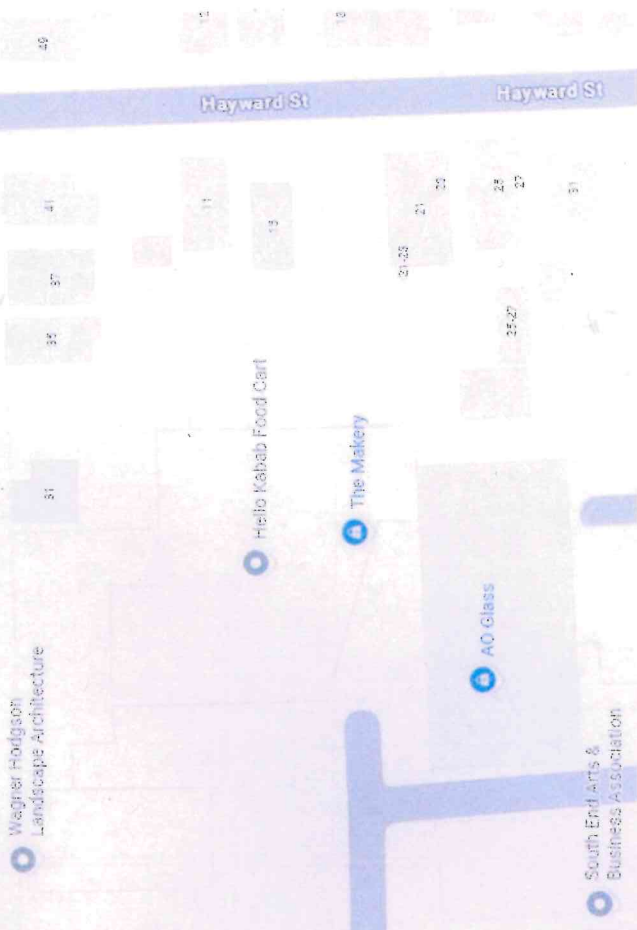
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Hayward St

Pine St

Pine



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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... South End Arts + Business Assoc.
2. D/B/A (Business Name)... SEABA 3. Bus. Phone ... 802-578-2512
4. Business Address... 28 Howard St, Ste 303, Burlington, VT 05401
5. Mailing Address ... same
6. Contact person ... Christy Michell 7. Contact Phone ... 802-578-2512
8. Email contact address ... director@seaba.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 ... Sept. 5, 6, & 7, 2025
4. Proposed Hours: Sept 5, 5-10pm Sept 6, 10am-10pm Sept 7, 11am-4pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
... South End Arts District along Pine Street from Maple to Flynn Ave
Pine Street Closure on Friday, Sept 5th only, from 5-10pm from Kilburn to Howard.

For this Proposed location please answer the following questions:

- a) Occupancy Load ... 2 - 5,000 b) # of Restrooms ... many c) # of Egresses ... outdoors
d) Date of last Fire/Safety Check ... Sept 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**

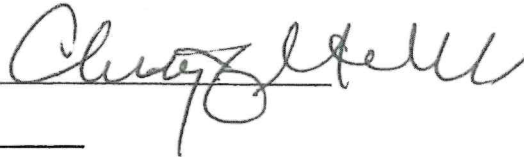
Please give DETAILED description of the type of entertainment for which you are applying:

Description: __The 33rd Annual South End Art Hop is a promotion of all the South End Arts District has to offer! Small businesses and art studios open their doors to the public over the three day arts festival. The event has up to 100 sites to visit, food trucks in dedicated parking lots, an artist market at the Dealer parking lot at Howard and Pine on Saturday from 10-4pm, and a Kids Hop event in the Farmers Market on Saturday from 9am - 2pm. With the help of Green Mountain flaggers, crossing guards, Chocolate Thunder security, and Burlington Fire & Police, Pine Street closes to cars on Friday night only, September 5th from 5-10pm from Kilburn to Howard Street with both of those roads staying open, acting as a detour to St.Paul Street and around back to Pine. The STRUT! Fashion show will take place during the closure in front of Hulbert Supply at 332 Pine along approx 80' of roadway with no runway, no large stage, no tents, or objects that cannot be moved quickly. There will be 200 - 300 folding chairs to flank the "street runway" yellow line for viewers. We have spoken with Burlington Fire about this plan, and will adjust as needed for safety. See attached diagram. Thanks for your support!

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

DATE SIGNED: 7/31/2025

SIGNATURE OF APPLICANT



PRINT NAME: Christy Mitchell

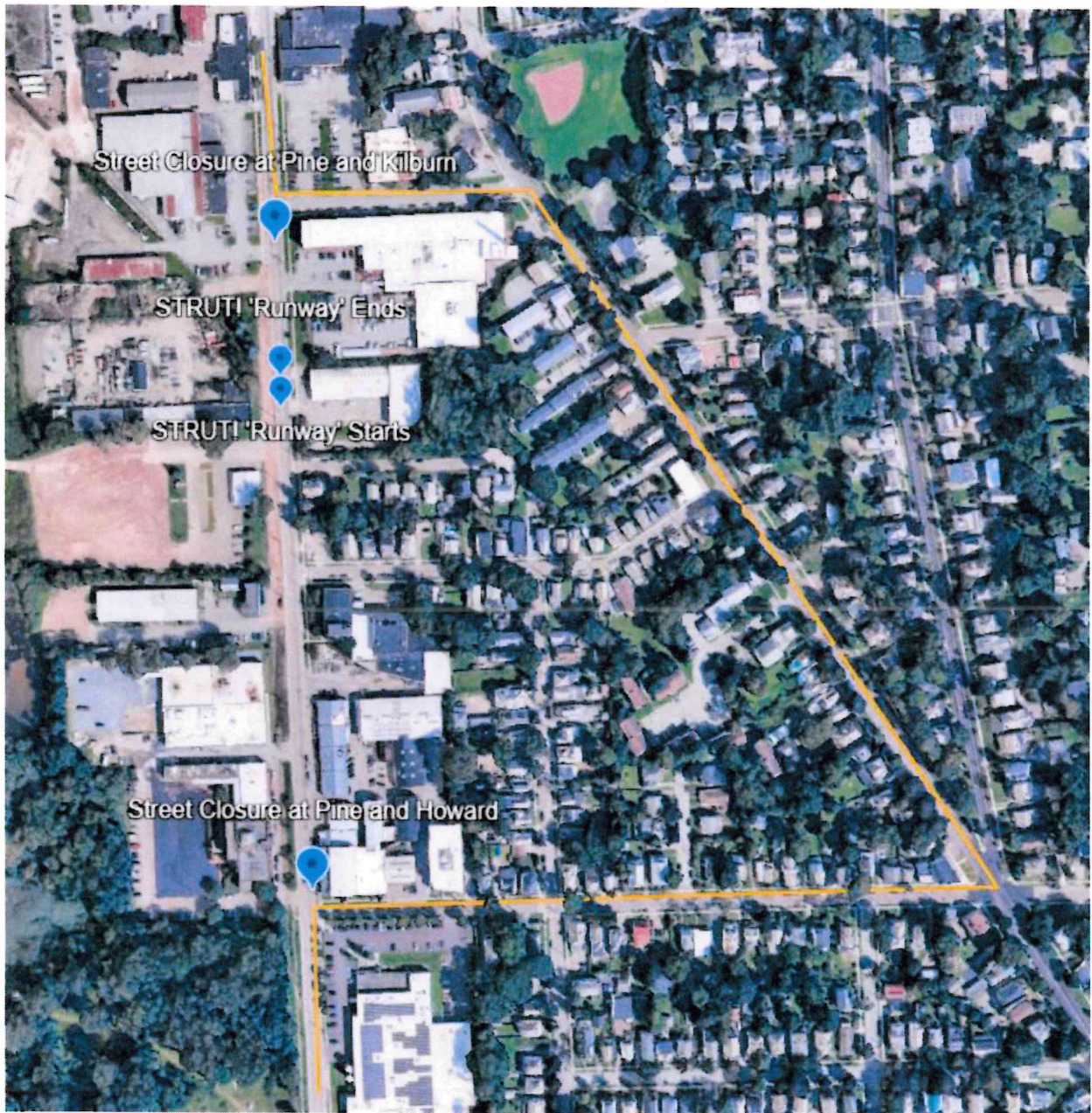
RELATIONSHIP TO BUSINESS Executive Director

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.



Pine Street Closure Map, from Kilburn to Howard from 5-10pm on Friday, Sept 5th, 2025
Both streets stay open with a detour to St. Paul with flaggers.

STRUT! Fashion Show along 80' in the closed roadway from 7:30 – 10pm

Amendment to Agenda Item 4.3.

Indoor:

400 Pine Street, Burlington, VT

STRUT! Fashion Show

Friday, September 5th from 7:30 - 9pm

Amplified music, no dancing, seating max 300

6 bathrooms

Licensed bar by Orleans Events

2 security from Chocolate Thunder + 2 door attendees

400 Pine Street Building open for artist market:

Saturday, Sept 6th from 10am - 6pm

Sunday, Sept 7th from 11am - 4pm



**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: 8/1/2025

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

RE: 169 Church Street – Encumbrance Permit Application – Outdoor seating area

Request

The Applicant, Spencer Richland, the owner of the establishment named East West Café located at 169 Church Street, is requesting approval for an outdoor seating area to exist in the public right-of-way. The request, if approved, will formally permit an outdoor seating area on the West side walk of lower church street in front of the establishment. staging area, through a License Agreement with the City.

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

Overview

East West Café submitted an encumbrance permit application to the Department of Public Works on July 10th 2025, requesting to occupy 96 square feet of City right-of-way space on Lower Church Street of the public right-of-way to accommodate an outdoor seating area.

The seating area meets all the requirements to occupy the public right-of-way and will not impede the traveled lanes of Lower Church. The sidewalk is open to public use and not restricted by the outdoor seating area.

During times when the seating area is not in use is not occurring, the chairs and tables will remain in place overnight on the street.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement. The outdoor seating area is expected to occupy the side walk from July 2025 to October 2025. Items will be removed from the street if there is DPW work to be performed prior.

Recommendation

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

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

Attachment

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

Motions:

License Committee:

“To approve and recommend that the City Council approve the Encumbrance Application for Thai Taste Café, LLC . d/b/a East West Cafe for the address located at 169 Church Street, requesting use of the sidewalk on the west side of Lower Church Street parking stall and greenbelt for a staging area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney’s Office.”

City Council:

“To approve the Encumbrance Application for Thai Taste Cafe. d/b/a East West Cafe at 169 Lower Church Street requesting use of the sidewalk and the Right-of-Way and to authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney’s Office.”

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by East West, LLC for the use of 96 square feet of public right-of-way at Lower 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.

East West Café, LLC is requesting this temporary encumbrance on the West side of Church Street for the usage of a 96 Square foot area on the sidewalk. 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.

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



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: Thai Taste Cafe, LLC DATE: 7/25/25
COMPANY NAME: East West, LLC PHONE: 802-371-8997
CONTACT NAME: Spencer Richland EMAIL: Eastwestcafebtv@gmail.com
MAILING ADDRESS: 169 Church Street, Burlington VT 05403
LOCATION OF ENCUMBRANCE: 169 Church Street, Burlington VT 05403

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: _____

East West to obstruct sidewalk on Lower Church Street, with a 96 Square Feet outdoor seating area.

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 96 square feet of the sidewalk on the West Side of Lower Church Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes No [] If no, reason: _____
Signature: Alice Schwencke Date: 7/25/25

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Thai Taste Café, LLC
169 Church Street Burlington VT 05401

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 Thai Taste Café, LLC DBA East West Café located at 169 Church Street Burlington VT 05401, Thai Taste Café, LLC. 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 169 Church Street Burlington. Licensee has submitted a construction encumbrance application seeking the continued occupation of City right-of-way on Church Street. According to Licensee’s application, it will cover 96 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 West Side of Church Street. directly in front of 169 Church Street Burlington.
- E. “Property”** means the commercial building lot located at 169 Church Street 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 10/31/2025.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (C). Upon

termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.

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

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes on the sidewalk directly adjacent to 169 Church Street, totaling an area of 96 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 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. East West Café 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. East West Café 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, working condition.

All costs associated with the maintenance and upkeep of the encumbered area are solely the responsibility of East West Café.

- C. East West Café shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent area.
- D. East West Café shall be responsible for the maintenance and associated repair of approximately 96 square feet of the street and sidewalk on of Church Street.
- E. The Department of Public Works 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 [04/25/2025] and ending [02/26/2026].

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 East West Café, LLC</p> <p>By: _____ [Mr. Spencer Richland, Owner]</p> <p>By: _____ [Samran Kaewkoet, Owner]</p> <p>Date: _____</p> |
|--|

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



REN-25-11

ROW Encumbrance

Permit

Status: Active

Submitted On: 7/10/2025

Primary Location

169 Church Street
Burlington, VT 05401

Owner

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

Applicant

Spencer Richland
 802-371-8997
 eastwestcafebtv@gmail.com
 169 Church Street
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Renewal ?*

Seating / Sign / Structure / Amenity
Encumbrance

No

Encumbrance Description*

Outdoor seating for dining with cordon and 3 tables and 12 chairs.

Location of Encumbrance *

In front of restaurant on curb side (see photos).

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

Encumbrance Term (Years)

Encumbrance Start Date

1

04/04/2025

Encumbrance End Date

10/31/2025

Area Encumbered (Square Feet)

96

Number of Tables

3

Number of Chairs

12

Company Information

Company Name

Thai Taste Café LLC

DBA Name

East West Café

Phone

8025400359

FAX**Street Address**

169 Church St

City, State Zip

Burlington, VT 05401

Email 

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

Please Attach:

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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

-
- 

Encumbrance Policy Cancellation July 2024.pdf
 Encumbrance Policy Cancellation July 2024.pdf
 Uploaded by Spencer Richland on Jul 10, 2025 at 3:09 PM
 - 

Encumbrance Certificate of Insurance July 2025.pdf
 Encumbrance Certificate of Insurance July 2025.pdf
 Uploaded by Spencer Richland on Jul 10, 2025 at 3:10 PM
 - 

Encumbrance Policy Changes July 2025.pdf
 Encumbrance Policy Changes July 2025.pdf
 Uploaded by Spencer Richland on Jul 10, 2025 at 3:11 PM
 - 




PXL_20250621_214251673.jpg
 PXL_20250621_214251673.jpg
 Uploaded by Spencer Richland on Jul 10, 2025 at 3:12 PM

Record Activity

-
- | | |
|--|-----------------------|
| Spencer Richland started a draft Record | 06/04/2025 at 1:00 pm |
| Spencer Richland added file Encumbrance Policy Cancellation July 2024.pdf | 07/10/2025 at 3:09 pm |
| Spencer Richland added file Encumbrance Certificate of Insurance July 2025.pdf | 07/10/2025 at 3:10 pm |
| Spencer Richland added file Encumbrance Policy Changes July 2025.pdf | 07/10/2025 at 3:11 pm |
| Spencer Richland added file PXL_20250621_214251673.jpg | 07/10/2025 at 3:12 pm |
| Spencer Richland submitted Record REN-25-11 | 07/10/2025 at 3:13 pm |
-

| | |
|---|-----------------------|
| OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-11 | 07/10/2025 at 3:13 pm |
| OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-11 | 07/10/2025 at 3:29 pm |
| OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-11 | 07/10/2025 at 3:29 pm |
| OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-11 | 07/10/2025 at 3:29 pm |

Timeline

| Label | Activated | Completed | Assignee | Due Date | Status |
|---|-----------------------|-----------------------|------------------|----------|-----------|
|  Encumbrance Fee Payment | 7/10/2025, 3:13:31 PM | 7/10/2025, 3:29:43 PM | Spencer Richland | - | Completed |
|  City Council Approval | 7/10/2025, 3:29:43 PM | - | Alice Schwencke | - | Active |
|  Encumbrance Permit Issuance | - | - | - | - | Inactive |



**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: August 12th, 2025

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

RE: 131 Main Street - Encumbrance Application – 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 The Gryphon, LLC, for the installation and use of an outdoor seating area at 131 Main 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 15th 2025.

City Council

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

To approve the Encumbrance Application for the Gryphon, LLC, for the installation of an outdoor seating at 131 Main 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 The Gryphon on June 20th, 2025 for the installation and use of an outdoor seating area located in the right-of-way in front of 131 Main Street.

The outdoor seating area meets all the requirements to occupy the Right of Way. The area will accommodate 4 tables and 16 seats. The outdoor seating 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.

There will be a onetime fee discount of 100% to accommodate for the extensive Main Street Construction.

Schedule

The Gryphon, LLC requests the use of the ROW for between the property line and parking stalls at 131 Main Street. This encumbrance will commence on encumbrance approval date 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 the Gryphon, 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 The Gryphon, LLC for the use of public right-of-way at 131 Main 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.

The Gryphon, LLC is requesting this temporary encumbrance on the east side of St. Paul Street. Adjacent to The Gryphon business front. Per the recommendation of City Engineer Laura Wheelock and Associate Public Works Engineer Madeline Suender it was advised that a one time fee discount of 100% to be applied to the City Encumbrance application and square footage fees.

The proposed arrangement is in full compliance with the Burlington Code of Ordinances, specifically Section 27-31(a), which permits encumbrances exceeding 60 days with the approval of Licensing Committee Members. The Department of Public Works (DPW) recommends formalizing this through a structured License Agreement, inclusive of a one-year waiver of the encumbrance fee for the 2025 calendar year. This fee waiver is proposed to alleviate financial burdens associated with the extensive Main Street construction project, thereby supporting local businesses in managing operational challenges during this period.

We respectfully request that the Licensing Committee and City Council approve this proposal, contingent upon the aforementioned conditions and subject to 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

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

The Gryphon, LLC
131 Main 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 The Gryphon, LLC, a domestic limited liability company located at 131 Main 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 131 Main Street. The Licensee has received approval to install an outdoor seating area on the sidewalk of the public right-of-way adjacent to the premises.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the right of way at or near the intersection of Main and St. Paul Streets as shown in the approved plan attached hereto as **Attachment C**.
- E. “Property”** means the outdoor seating area 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. 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 9/15/25.
- 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 within the Premises, totaling an area of approximately 150 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.

5. LICENSE CONDITIONS

- A. Maintenance.** Licensee shall maintain the outdoor seating 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 road, sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The seating/amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property. The seating area shall be removed from the public right of way when not in use by the establishment.

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

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

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. Encumbrance 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 30, 2025 and ending September 15th, 2025.

7. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy on a primary, non-contributory basis.

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 The Gryphon, LLC</p> <p>By: _____ Thomas Chadwick (owner)</p> <p>Date: _____</p> |
|---|

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



REN-25-10

ROW Encumbrance

Permit

Status: Active

Submitted On: 6/20/2025

Primary Location

131 Main Street Unit C-2B

Burlington, VT 05401

Owner

GRYPHONRE LLC

PO BOX 1973 NEW LONDON, NH

05257

Applicant

Thomas Chadwick

603-454-8754

tchadwick42@gmail.com

PO Box 1973
New London, NH 03257

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Renewal ?*

Seating / Sign / Structure / Amenity
Encumbrance

No

Encumbrance Description*

15x10 area on the corner of Main and St Paul

Location of Encumbrance *

Corner of Main and St Paul

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

Encumbrance Term (Years)

Encumbrance Start Date

1

06/20/2025

Encumbrance End Date

Area Encumbered (Square Feet)

10/31/2025

150

Number of Tables

4

Number of Chairs

16

Company Information

Company Name

The Gryphon

DBA Name**Phone**

6034548754

FAX**Street Address**

131 Main St

City, State Zip

Burlington 05401

Email 

tchadwick42@gmail.com

Instructions

Please Attach:

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3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically listing the City as Additional Insured.
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Encumbrance Not Valid until Permit is Issued. Permit will be Issued after City Council Approval.

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

Jurisdiction BCO 27-31(a)

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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



IMG_1827.jpeg




IMG_1827.jpeg

Uploaded by Thomas Chadwick on Jun 20, 2025 at 10:15 AM

Record Activity

| | |
|---|------------------------|
| Thomas Chadwick started a draft Record | 06/20/2025 at 10:05 am |
| Thomas Chadwick added file IMG_1827.jpeg | 06/20/2025 at 10:15 am |
| Thomas Chadwick submitted Record REN-25-10 | 06/20/2025 at 10:17 am |
| OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-10 | 06/20/2025 at 10:17 am |

Timeline

| Label | Activated | Completed | Assignee | Due Date | Status |
|---|------------------------|-----------|-----------------|----------|----------|
|  Encumbrance Fee Payment | 6/20/2025, 10:17:04 AM | - | Thomas Chadwick | - | Active |
|  City Council Approval | - | - | - | - | Inactive |
|  Encumbrance Permit Issuance | - | - | - | - | Inactive |



WHAT ALES YOU

SOTTO
CERAMIC

NEED
Encumbrance
+
OUTSIDE
Consumption
PERMITS.

Approx
10x12 Area.

STATION

STATION

Entrance

4 TABLES
16 SEATS



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: The Gryphon, LLC DATE: 8/13/25
COMPANY NAME: The Gryphon, LLC PHONE: 802-489-5699
CONTACT NAME: Thomas Chadwick EMAIL: tchadwick42@gmail.com
MAILING ADDRESS: 131 Main Street , Burlington VT 05403
LOCATION OF ENCUMBRANCE: 131 Main Street, Burlington VT 05403

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: _____

The Gryphon is to obstruct sidewalk on Main Street, with a 120 Square Feet outdoor seating area.

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 120 square feet of the sidewalk on the South Side of Main Street.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes No [] If no, reason: _____
Signature: Alice Schwencke Date: 8/13/25