



City Council - License Committee

Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/93620432396>

Phone one-tap:

+16469313860,,93620432396# US

+19292056099,,93620432396# US (New York)

Join via audio:

+1 646 931 3860 US

Webinar ID: 936 2043 2396

International numbers available: <https://zoom.us/u/adj9ZkwqZC>

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda as amended as follows: add to the agenda item 4.2. Indoor Entertainment Permit Application (2025-2026): Citizen Cider, 180 Flynn Avenue

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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 and take the actions indicated
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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 and take the actions indicated
Subject	3.2. Communication: BFD, re: Foam Brewers, served on August 28, 2025, Violations/Fines
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Fire Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.3. Communication: BPD, re: August 31, 2025, Block Party, Morgan Street
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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: September 5, 2025, Art Hop - SEABA, street closure
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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: September 6, 2025, Block Party, Curtis Avenue
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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: September 7, 2025, PRIDE Center Parade
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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: September 20, 2025, Block Party, Sunset Drive
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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: September 27, 2025, Block Party, Henry Street
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda

Department	Police Department
Type	Communication Action (Consent) Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.9. Communication: BPD, re: September 28, 2025, Block Party, Chase Street
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Police Department
Type	Communication Action (Consent) Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.10. Communication: BPD, re: October 11, 2025, Youth-Centered Community Event, North Willard Street
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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	3.11. Communication: BPD, re: October 19, 2025, UVM Federal Visit, road closure
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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	3.12. Communication: BPD, re: October 20, 2025, UVM Federal Visit, road closure

Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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	3.13. Communication: BPD, re: November 1, 2025, Block Party, Orchard Terrace
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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	3.14. Communication: BPD, re: November 28, 2025, Tree Lighting Ceremony on Church Street
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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. 25 Cherry Street - Temporary Encumbrance of East bound Cherry Street and Sidewalk - DEW Construction - DPW
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 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 DEW Construction at 25 Cherry Street requesting use of the City Right of way for a Construction staging area to further recommend that the City Council authorize the Mayor to enter into a temporary 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	4.2. Indoor Entertainment Permit Application (2025-2026): Citizen Cider, 180 Flynn Avenue
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2025-2026 Indoor Entertainment Permit Application for Citizen Cider, 180 Flynn Avenue with all standard conditions

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	November 12, 2025 - City Council License Committee Meeting - Wednesday, November 12, 2025, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

VERMONT CIVIL VIOLATION, FISH AND WILDLIFE VIOLATION, MUNICIPAL VIOLATION

Form 500 Rev. 1/2021
 License State CDL 4067253
 VCVC F&W Municipal

Driver License Number
 Hunting/Fishing/Trapping License Number

Defendant Last or Organization Name **Fran Brewer c/o Dani Casey** First Mid. Initial
 Defendant Current Mailing Address **112 Lake Street** Home Phone
 City **Burlington** State **VT** Zip Code **05401** Business Phone **732-580-8169**
 Date of Birth **-** Place of Birth **-** Height **-** Weight **-** Hair **-** Eyes **-**
 Vehicle or Boat Reg. number: State Year Make Color Model

Violation Date **08-23-2025** Time **2100** Municipality **Burlington**
 Highway **-** Place or Landmark **-**

Defendant did then and there commit the following acts in violation of Vermont/local law:
Blocked/obstructed access of over grounds in Dr/Assembly

Alcohol Lev. **0** Actual Speed **MPH** Posted Limit **MPH** Accident Fatality Seat Belt Viol.
 Commercial Vehicle Hazardous Material Municipal Ordinance

In violation of V.S.A. § **49 C.F.R. §** **Burlington Code of Ordinances 12-1** Violation Code

PENALTIES
 If you REQUEST A HEARING and the State proves the violation, the penalty must be within the penalty range. Commonly, the waiver amount plus \$65.00 in court costs are assessed.
 If you DO NOT WANT A HEARING, you may pay the waiver amount instead of appearing in court.
 MINIMUM \$ **0** MAXIMUM \$ **500**
 RESTITUTION (F&W) + **0**
 WAIVER AMOUNT **\$ 500**

I have just and reasonable grounds to believe the person named above committed this violation.
 Delivered To (Defendant, Reg. Agent, or Officer) **8-28-25** Date Served **8-28-25** In Hand U.S. Mail

Officer No. **A3164** Officer Name (printed) **Fran Brewer** Officer Signature **[Signature]**
 Dept. No. **2000** Department Name **Burlington Fire Dept**
 Parent or Guardian Last Name **-** First Name **-**

Street Address **-** City **-** State **-** Zip Code **-**

Service members' Civil Relief Act Declaration: Signed under penalty of perjury, I state:
 Defendant said he/she is NOT on active duty in the U.S. armed forces.
 Defendant is under 17 years of age.
 Defendant is a business or corporation.
 Defendant said he/she is on active duty, but is scheduled to be on active duty in the U.S. armed forces.

Officer Signature: **[Signature]** ORIGINAL

VERMONT CIVIL VIOLATION, FISH AND WILDLIFE VIOLATION, MUNICIPAL VIOLATION

Form 500 Rev. 1/2021
 License State CDL 4067253
 VCVC F&W Municipal

Driver License Number
 Hunting/Fishing/Trapping License Number

Defendant Last or Organization Name **Fran Brewer c/o Dani Casey** First Mid. Initial
 Defendant Current Mailing Address **112 Lake Street** Home Phone
 City **Burlington** State **VT** Zip Code **05401** Business Phone **732-580-8169**
 Date of Birth **-** Place of Birth **-** Height **-** Weight **-** Hair **-** Eyes **-**
 Vehicle or Boat Reg. number: State Year Make Color Model

Violation Date **08-23-2025** Time **2100** Municipality **Burlington**
 Highway **-** Place or Landmark **-**

Defendant did then and there commit the following acts in violation of Vermont/local law:
Overcoming of Assembly/Box

Alcohol Lev. **0** Actual Speed **MPH** Posted Limit **MPH** Accident Fatality Seat Belt Viol.
 Commercial Vehicle Hazardous Material Municipal Ordinance

In violation of V.S.A. § **49 C.F.R. §** **Burlington Code of Ordinances 13-1** Violation Code

PENALTIES
 If you REQUEST A HEARING and the State proves the violation, the penalty must be within the penalty range. Commonly, the waiver amount plus \$65.00 in court costs are assessed.
 If you DO NOT WANT A HEARING, you may pay the waiver amount instead of appearing in court.
 MINIMUM \$ **0** MAXIMUM \$ **500**
 RESTITUTION (F&W) + **0**
 WAIVER AMOUNT **\$ 500**

I have just and reasonable grounds to believe the person named above committed this violation.
 Delivered To (Defendant, Reg. Agent, or Officer) **8-25-2025** Date Served **8-25-2025** In Hand U.S. Mail

Officer No. **A3164** Officer Name (printed) **Phil Bourgeois** Officer Signature **[Signature]**
 Dept. No. **2000** Department Name **Burlington Fire Dept**
 Parent or Guardian Last Name **-** First Name **-**

Street Address **-** City **-** State **-** Zip Code **-**

Service members' Civil Relief Act Declaration: Signed under penalty of perjury, I state:
 Defendant said he/she is NOT on active duty in the U.S. armed forces.
 Defendant is under 17 years of age.
 Defendant is a business or corporation.
 Defendant said he/she is on active duty, but is scheduled to be on active duty in the U.S. armed forces.

Officer Signature: **[Signature]** ORIGINAL

'25 AUG 21 AM 9:21



PERMIT

Pursuant to City Ordinance 27-6

DATE: Sunday, August 31, 2025

TIME: 2:00PM - 10:00PM

LOCATION: Morgan Street, from North Ave to Vest Haven Dr.

EVENT: Block Party

COORDINATOR: Dan Hammond danh226@gmail.com 802-324-7288

PERMIT ISSUED BY **POLICE DEPARTMENT**: DATE: 8/5/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: _____

[Handwritten signature] #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.
- 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 _____

PHONE 802-324-7288

ADDRESS 19 Morgan Street, Burlington VT 05401



'25 SEP 2 AM 9:05

PERMIT

Pursuant to City Ordinance 27-6

DATE OF EVENT: Friday September 5th, 2025

TIME: 5:00 – 10:00 PM

LOCATION: Street closure – Pine Street – from Howard Street to Kilburn Street

EVENT: Art Hop - Seaba

COORDINATOR: Christy Mitchell <christyjmitchell@gmail.com>

PERMIT ISSUED BY POLICE DEPARTMENT ON: August 21, 2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henky #391
Lieutenant Michael Henky

ADDITIONAL INFORMATION:

1. Group will have flaggers at Pine Street/Howard Street, as well as Pine Street/Kilburn Street to assist with traffic control.
2. Group will acquire authorized signage for parking meters. Temporary signage may be used until permanent signs are acquired. Signs will stipulate the hours and dates parking is prohibited.
3. No parking signs posted by 6:00 PM night before if they are to be valid. Send email to the following address Postednoparking@burlingtonvt.gov. This message must include: who posted, when posted, and streets posted.
4. SEABA operations will immediately cease and the street will be opened if so ordered by Police or Fire Personnel for purposes of public safety.
5. Chocolate Thunder will provide security detail for the event.
6. Group will hire 3 Police Officers for this detail.
7. Participants will comply with all local, State, and Federal laws.
8. 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 Christy Kelly DATE 8/28/25 PHONE 802-578-2512
 ADDRESS 28 Howard St Ste 303
Burlington, VT 05401



'25 AUG 22 AM 9:55

PERMIT

Pursuant to City Ordinance 27-6

DATE OF EVENT: Saturday, September 6, 2025

TIME: 2:00-8:00PM

LOCATION: Curtis Ave, in front of 124 Curtis Ave.

EVENT: Block Party

COORDINATOR: Laurie Buker 862-6872

PERMIT ISSUED BY POLICE DEPARTMENT ON: August 6, 2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: _____

[Handwritten Signature] #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 *Laurie Buker* DATE 8/22/25 PHONE 502-999-8449
 ADDRESS 35 Curtis Ave



'25 SEP 2 AM 9:05

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE of EVENT: September 7, 2025

TIME: 8:00AM-1:00PM

LOCATION: Staging on Saint Paul Street, between College & Main Streets. Parade Route is westbound on Main Street to Lake Street, ending at Echo Center.

EVENT: PRIDE Center Parade

COORDINATOR/CONTACT INFO: Phoebe Zorn <phoebe@pridecentervt.org>

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 8/19/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Michael Henry #321
Lieutenant Mike Henry

• ADDITIONAL INFORMATION/CONDITIONS:

- Group will erect barricades on Saint Paul Street at Main Street, as well as Saint Paul Street at College Street. These barricades will extend the entire length of the roadway and be immediately visible to motorists, and prohibit the entrance by unauthorized vehicles. These barricades will also be readily removable for emergency vehicles.
- No parking signs MUST BE posted by 6:00PM the night before they are to be valid. Send email to: postednoparking@burlingtonvt.gov. This message must include who posted, when posted, and streets posted.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- Participants will comply with all local, State, and Federal laws.
- No alcohol shall be dispensed or consumed on public property.
- Nothing is to be thrown from floats or by participants.
- The group will provide adequate cones/volunteers for traffic mitigation and shall allow safe passage for area residents.
- Group shall open any part of the route at the request of a Burlington Police Officer or Firefighter for a public safety response.
- Group shall stay as far to the right in the roadway as possible.
- Group shall abide by permits from the Burlington Parks Department.
- Any litter will be removed at the end of the event.
- • Escort officers are required for this event: Organization will hire (3) **Burlington Police Officers** for traffic management only starting at 11:00 at traffic lights – Main Street at Saint Paul Street, Main Street at Pine Street, and Main Street at Battery Street. Once end of parade crosses over Main Street at Battery Street, Officers will be cleared from detail. Staffing of all other intersections will be the responsibility of PRIDE center.



25 SEP 11 AM 11:40

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, September 20, 2025

TIME: 12:00PM-5:00PM

(Rain Date – Sunday, September 21, 2025)

LOCATION: Road closure Sunset Drive at Meridian Street

EVENT: Block Party

COORDINATOR: Jessica Savage 802-309-7260 <jessicaricketson@gmail.com>

PERMIT ISSUED BY **POLICE** DEPARTMENT ON: September 10, 2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: _____

[Handwritten Signature] #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 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 Jessica Savage DATE 9/11/25 PHONE 802-309-7260

ADDRESS 4 Meridian Street Burlington, VT 05408



PERMIT

Pursuant to City Ordinance 27-5

'25 SEP 23 AM 9:22

DATE OF EVENT: Saturday, September 27, 2025

TIME: 2:00PM-10:00PM

LOCATION: Henry Street between N. Prospect & Weston Streets

EVENT: Block Party

COORDINATOR: Bryan Davis (802) 338-2485 <bdavis@ccrpcvt.org>

PERMIT ISSUED BY **POLICE** DEPARTMENT ON: September 17, 2025

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.

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

J. Gaud Sella
Lieutenant Jake Seller

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 SEP 23 AM 9:22

CITY OF BURLINGTON, VT

PERMIT

DATE: September 28, 2025

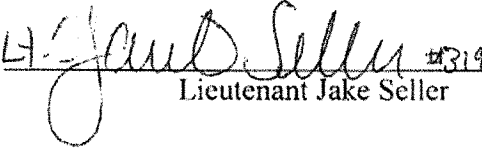
TIME: 1:00PM-4:00PM

LOCATION: Chase Street road closure -- from Colchester Ave to Barrett Street.

EVENT: **Block Party**

COORDINATORS: Marcie Gallagher (203)804-8403 <marcie.gallagher19@gmail.com>

PERMIT ISSUED BY POLICE DEPARTMENT: 9/10/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE:  #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.
- Neighbors will be notified of the block party.
- Must obtain a waiver form signed by at least 2/3's 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: 9/22/25 PHONE: 203-804-8403

ADDRESS: 15 Nash Place, Burlington, VT, 05401

Copies to:

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

25 SEP 23 AM 9:22



PERMIT

Pursuant to City Ordinance 27-6

DATE: Saturday, October 11, 2025

TIME: 12:00PM -5:00PM

LOCATION: N Willard Street closed for northbound traffic between Archibald Street and Riverside Ave.

EVENT: Youth-Centered Community Event

ORGANIZATION/COORDINATOR: Christine Hughes <Christine@richardkempcenter.org>

PERMIT ISSUED BY POLICE DEPARTMENT: DATE: 9/15/2025

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Jacob Seller #319
Lieutenant Jake Seller

ADDITIONAL INFORMATION:

- o 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.
- o Neighbors will be notified of the block party.
- o 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.
- o No alcohol will be dispensed or consumed on public property.
- o No live bands.
- o 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.
- o Participants will comply with all local, State, and Federal laws.
- o 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: Christine Hughes DATE: 9/22/25 PHONE: 802-556-2277

ADDRESS: 372 North Winooski Ave, Burlington, VT 05401



25 OCT 17 PM 2:32

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

DATE OF EVENT: Sunday October 19, 2025

TIME: 1200-Midnight

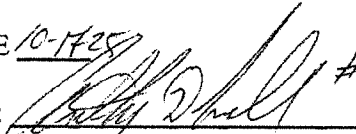
LOCATION: Road Closure – No parking north side of College Street from South Williams Street to South Prospect Street

EVENT: UVM Federal Visit

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

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 10-17-25


SIGNATURE OF DEPARTMENT REPRESENTATIVE:


 #311
Lieutenant Anthony Brownell

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 DATE 10/17/25 PHONE (802) 363-5016

ADDRESS  12 Curranal Woods WY BTV



CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

25 OCT 17 PM 2:32

DATE OF EVENT: Monday, October 20, 2025

TIME: 1600-Midnight

LOCATION: Road Closure – No Northbound traffic on University Place from Main Street to Colchester Avenue

EVENT: UVM Federal Visit

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

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 10/15/25

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

ADDITIONAL INFORMATION:

- Group shall open the street pursuant to a request from any Burlington Police Officer or Burlington Firefighter as it relates to a public safety response.
- Appropriate barricades will be in place and supervised at all times while in place, at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city and state ordinances.
- Any litter will be removed at the end of the event.
- Burlington Parking Department must be contacted regarding this planned street closure. Parking meters within street closure must be bagged and signs posted by 6:00PM the night before to be valid. Send email to: Postednoparking@burlingtonvt.gov – message must include who, when and where posted.
- At the request of UVM Deputy Chief Lawson, two BPD officers to be hired – one (1) for traffic at University Place/Colchester Ave, and one (1) for traffic at University Place/Morrill Ext.

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] 2555 DATE 10/15/25 PHONE (802)363-5016

ADDRESS 12 Centerville across from BTV



'25 OCT 17 PM 2:33

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, November 1, 2025

TIME: 2:00PM-9:00PM

LOCATION: Orchard Terrace, from Buell Street to Pearl Street.

EVENT: Block Party

COORDINATOR: Tess Strasser tessstrasser@gmail.com 860-804-1627

PERMIT ISSUED BY POLICE DEPARTMENT ON: September 30, 2025

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.

SIGNATURE OF DEPARTMENT REPRESENTATIVE

Jake Seller
Lieutenant Jake Seller

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 *TS* DATE _____ PHONE 10/17/25 860804

ADDRESS 25 Orchard Ter

'25 SEP 18 PM 3:16



PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Friday, November 28, 2025 TIME: 5:00PM-7:00PM

LOCATION: Cherry Street closed between South Winooski Ave and Saint Paul Street

EVENT: Tree Lighting Ceremony on Church Street

COORDINATOR: Andrew Bacher <abacher@burlingtonvt.gov>

PERMIT ISSUED BY POLICE DEPARTMENT ON: September 10, 2025

ADDITIONAL INFORMATION:

- o 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.**
- o Must obtain permit from Church Street Marketplace.
- o No alcohol will be dispensed or consumed on public property.
- o Participants will comply with all local, State, and Federal laws.

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry
Lieutenant Mike Henry

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

SIGNATURE [Signature] DATE 9/15/25 PHONE 802-735-5572

ADDRESS 149 Church Street, 3rd Floor, Burlington VT 05401

Copies to:

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

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

DATE: October, 24 2025

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

RE: 25 Cherry Street – Temporary Encumbrance of East bound Cherry Street and
Sidewalk – DEW Construction

Request

The Applicant, DEW Construction, INC, d/b/a, contractor for the establishment located at 25 Cherry, is requesting approval for an encumbrance of the East bound lane of Cherry Street and the sidewalk on the south side of Cherry Street. DEW Construction is proposing a temporary construction area to assist with the rebranding and renewal of Hotel Vermont room The request, if approved, will formally permit a temporary construction area within City Right of Way in front of the establishment at 25 Cherry Street, 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

DEW Construction submitted an encumbrance permit application to the Department of Public Works on September 4th, 2025, requesting to occupy 4150 square feet of City right-of-way space on Cherry Street, directly in front of the business on the public sidewalk.

The proposed encumbrance will occupy approximately four thousand one hundred fifty feet (4150') of the area roadway and sidewalk area directly in front of 25 Cherry. The designated construction area will encumber the East bound lane of Cherry Street and sidewalk adjacent to the Hotel Vermont building. The encumbered ROW will be the staging area for a tele-lift and two storage containers and a space to park a large truck for unloading/loading.

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

Recommendation

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

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

Attachment

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

Motions:

License Committee:

“To approve and recommend that the City Council approve the Encumbrance Application for DEW Construction at 25 Cherry Street requesting use of the City Right of way for a Construction staging area to further recommend that the City Council authorize the Mayor to enter into a temporary 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 DEW Construction INC. at 25 Cherry Street requesting use City Right of way for a construction right of way to assist in hotel rebranding 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

D.E.W. Construction Corp.
277 Blair Park Rd, Suite 130
Williston VT, 05495

This Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipality validly existing under the laws of the State of Vermont (“City”), and D.E.W. Construction Corp., a Vermont corporation with a principal place of business located at 277 Blair Park Rd, Vermont 05495 (“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 25 Cherry Street (“Premises”). The Burlington Harbor Hotel Group, LLC (“Owner”) owns the current Marriot Courtyard Hotel (“Hotel”) adjacent to the Premises. The Owner has retained the Licensee to renovate the interior of the Hotel (“Project”). The Project requires occupying 20’ of the travelled south side portions of Cherry Street and full width of the sidewalk adjacent to the Property.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee and the square foot use fee annually set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the sidewalk and roadway directly in front of 25 Cherry Street.
- E. “Property”** means the Hotel building located at 25 Cherry Street that is adjacent to the Premises that is the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. 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 5/15/26.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph. Upon

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

- i. **Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
- ii. **Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
- iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide seven (7) days written notice in advance of the termination date.
- iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing, greenbelt, and roadway adjacent to the property.
- v. **Renewal.** This agreement is non-renewable.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install and maintain a temporary encumbrance on the sidewalk and roadway adjacent to the Hotel for the term set forth in this Agreement. Licensee may use and maintain the sidewalk and roadway existing in the City's right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment B.

5. LICENSE CONDITIONS

- A. **Lane Shift.** The approved lane shift will follow Manual on Uniform Traffic Control Devices (MUTCD) adjacent to 25 Cherry Street and must be maintained in full compliance with the City of Burlington Engineering Standards and Traffic division requirements
- B. **Snow Removal.** If there is a snow event the Licensee shall facilitate all snow removal within the Premises. All snow removed from within the premise of the encumbered area shall be removed off site and is not permitted to be stockpiled near the proximity of the encumbered area.
- C. **City Infrastructure and Right of Way Improvements.** In the event that a City project involves right of way or infrastructure improvements on Cherry Street or adjacent areas, which directly affect the existing sidewalk and or roadway of the encumbered area, these areas shall be vacated to allow the appropriate city department to perform necessary repairs. Once repairs have been executed the Licensee may resume encumbering the approved area.

D. Maintenance. Licensee shall maintain the sidewalk and roadway to the satisfaction of the City, which includes maintaining them in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the roadway and sidewalk.

E. Placement. The jersey barriers shall be placed and maintained in accordance with all conditions set by the Department of Public Works and shall not impede the City's ability to maintain the road, sidewalk, parking meters, greenbelt, or any other City property. The jersey barriers and fencing are not to cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.

F. Appearance. Licensee shall pick up and sweep debris created by its use of the public right-of-way. Licensee shall keep additional privacy screens within the chain link fences to minimize eye sores and construction debris from escaping the encumbered area.

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 on the Effective Date and ending 05/13/2026.

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 insurer rated A-:VII or better by A.M. Best Co. that is qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy on a primary, non-contributory basis with waiver of subrogation and thirty (30) days' notice of cancellation.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance reasonably acceptable to the City on an Accord form, with copies of all required endorsements attached. 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, damages, liens, penalties, fines, and costs (including attorneys' fees and costs) arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents,

contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement, excepting all such claims arising from the City's own 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 is no longer the contractor for the Project, it may temporarily assign the privileges granted herein to the Owner for a period of sixty (60) days after closing. The Owner or any subsequent contractor for the Project 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 than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

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 against 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
- E. Attachment E:** Meter Fees for 25 Cherry Street

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 D.E.W. Construction Corp. 277 Blair Park Rd. STE130, Williston, VT 05495</p> <p>By: <u></u> Taylor Woodward / President</p> <p>Date: <u>11/04/2025</u></p> <p>By: <u></u> Matthew Wheaton / Executive Vice President</p> <p>Date: <u>11/04/2025</u></p>
--

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



REN-25-12

ROW Encumbrance

Permit

Status: Active

Submitted On: 9/4/2025

Primary Location

25 Cherry Street
Burlington, VT 05401

Owner

BURLINGTON HARBOR
HOTEL GP LLC
25 CHERRY ST
BURLINGTON, VT

Applicant

 Mark Selig
 802-207-8556
 mselig@dewconstruction.com
 277 Blair Park Road #130
Williston, Vermont 05495

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

This encumbrance permit application is for the current Marriot Courtyard Hotel at 25 Cherry Street re-branding project. The project requires taking over 20' of the travelled portion of Cherry Street on the south side. The parking spaces on the north side of Cherry street will also be required in order to maintain two way traffic. The sidewalk from the entrance to the Marriot and Hotel Vermont courtyard to the north south sidewalk running along the east side of Battery Street. The area will be enclosed with Jersey Barriers with fencing on top along the south side of the double yellow center lines from the entrance to the Marriot and Hotel Vermont courtyard to the north south sidewalk running along the east side of Battery Street. The east and west sides of enclosure will be with a combination of Jersey Barriers with fence on top and chain link fence with gates to allow for drive through construction deliveries and waste removal. Signage will be provided to notify pedestrians of the sidewalk closure.

Location of Encumbrance * ?

25 Cherry Street

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

Encumbrance Term (Years)

0.56

Encumbrance Start Date

10/22/2025

Encumbrance End Date

05/13/2026

Area Encumbered (Square Feet)

4150

Company Information

Company Name

DEW Construction

DBA Name

DEW Construction

Phone

802-872-0505

FAX**Street Address**

277 Blair Park Rd. STE 130

City, State Zip

Williston, VT 05495

Email ?

mselig@dewconstruction.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

-
- 

Logistics Plan Civil Background Option 2 Final.pdf
 Logistics Plan Civil Background Option 2 Final.pdf
 Uploaded by Mark Selig on Sep 4, 2025 at 11:54 AM
- 

Encumbrance Permit COI.pdf
 Encumbrance Permit COI.pdf
 Uploaded by Mark Selig on Sep 5, 2025 at 1:20 PM
-

Record Activity

Mark Selig started a draft Record	09/04/2025 at 11:16 am
Mark Selig added file Logistics Plan Civil Background Option 2 Final.pdf	09/04/2025 at 11:54 am
Mark Selig submitted Record REN-25-12	09/04/2025 at 11:56 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-12	09/04/2025 at 11:56 am
Mark Selig added a guest: sbosworth@dewconstruction.com to Record REN-25-12	09/04/2025 at 12:00 pm
Mark Selig added file Encumbrance Permit COI.pdf to Record REN-25-12	09/05/2025 at 1:20 pm
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-12	09/05/2025 at 2:26 pm
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-12	09/05/2025 at 2:26 pm
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-12	09/05/2025 at 2:26 pm

Alice Schwencke added payment step Meter Hood Fees to Record REN-25-12	10/20/2025 at 2:36 pm
Valerie Ducharme moved Record REN-25-12 from 44.479126, -73.218572 to 25 Cherry Street, Burlington VT 05401	10/21/2025 at 11:16 am
Valerie Ducharme moved Record REN-25-12 from 25 Cherry Street, Burlington VT 05401 to 60 Battery Street, Burlington VT 05401	10/21/2025 at 11:17 am
Alice Schwencke moved Record REN-25-12 from 60 Battery Street, Burlington VT 05401 to 25 Cherry Street, Burlington VT 05401	10/21/2025 at 11:47 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
Ⓢ Encumbrance Fee Payment	9/4/2025, 11:56:08 AM	9/5/2025, 2:26:49 PM	Mark Selig	-	Completed
Ⓢ Meter Hood Fees	10/20/2025, 2:36:24 PM	-	-	-	Active
✓ City Council Approval	9/5/2025, 2:26:50 PM	-	Alice Schwencke	-	Active

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Mark Selig Senior Superintendent of DEW Construction Corp. for the use of public right-of-way at 25 Cherry 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.

DEW Construction Corp is requesting this temporary encumbrance on the South side of Cherry Street to encumber approximately four thousand one hundred fifty (4150) square feet adjacent to the Hotel Vermont business front within the City roadway and sidewalk Right-of-Way with a temporary lane shift to accommodate a construction staging area for the rebranding of Hotel Vermont.

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.

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.

Sincerely,
Alice Schwencke

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/22/2025

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED DEW Construction Corp 277 Blair Park Road, Suite 130 Williston VT 05495 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570116310277 **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.

Limits shown are as requested

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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO437328717	04/01/2025	04/01/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Autograph Hotel project. City of Burlington is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of Burlington in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Burlington 149 Church Street Burlington VT 05401 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : ABD

Certificate No : 570116310277





Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO437328717

Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO437328717

Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
 - (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
 - (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds– Lessees Of Premises

- 1. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;

- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - c. Ends when the person or organization ceases to lease or rent premises from you.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph B.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph B. shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph C. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. Medical Payments – Increased Reporting Period

Paragraph **1.a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. Broadened Property Damage

1. Elevator Property Damage

- a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraphs **2.**, **3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

2. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraphs **2.**, **3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

I. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

J. Definition – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. Aircraft, Auto Or Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused

the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

N. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

P. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
 - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - i Equipment you borrow from others at a jobsite; or
 - ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Q. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

S. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO437328717

Effective Date: 4/1/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

25 Cherry Street Encumbrance Fees for DEW Construction project
Fall 2025-Spring 2026

This construction encumbrance permit and license agreement will allow the contractor to use the City owned Parking stalls located adjacent to the Hotel Vermont located at 25 Cherry Street. 25 Cherry Street as a construction area throughout the project. This will allow the project to advance as quickly as possible while maintaining two-way traffic on Cherry Street. The funds from the encumbrance permit meter revenue will go directly to parking facility revenue. The yearly revenue is a result of the anticipated occupation of metered parking spaces in the Parking Lot and on S. Union Street, billed at the maximum daily rate for the meter:

192 Days x 11 Spaces x \$30/Day = \$63,360 Meter hood fee

FY25- FY26	\$63,360
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Total	\$63,360
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ELI-60

Entertainment License
- Indoor
Status: Active
Submitted On: 11/12/2025

Primary Location

180 Flynn Avenue
Burlington, VT 05401

Owner

LJC INC / CO LCT
COMPANY
C/O H SORRELL KING
STREET FERRY DOCK
BURLINGTON, VT 05401

Applicant

Citizen Cider
 774-573-4539
 nicole.pierce@citizencider.com
 180 Flynn Avenue
Burlington, VT 05401

** New **

Establishment Information

Establishment Name (DBA) * ?

Citizen Cider

Establishment Street Address*

180 Flynn Avenue

Establishment City, State Zip*

Burlington, VT

Establishment Phone* ?

7745734539

Establishment Owner (Legal Name) * ?

Justin Heilenbach

Legal Owner Mailing Street Address*

180 Flynn Avenue

Legal Owner Mailing City, State Zip*

Burlington, VT

Contact Person Name* ?

Nicole Pierce

Contact Email Address*

nicole.pierce@citizencider.com

Contact Phone* ?

7745734539

Application Information

Occupant Load*

131

Number of Restrooms*

3

Number of Egresses*

2

Date of Last Fire Safety Inspection*

11/04/2025

Dancing by Patrons*

No

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

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

Monday

Tuesday



Wednesday



Thursday



Friday



Saturday



Indoor Entertainment Hours

Sunday Start Time*

12:00 Noon

Sunday End Time*

10:00 PM

Monday Start Time*

12:00 Noon

Monday End Time*

10:00 PM

Tuesday Start Time*

12:00 Noon

Tuesday End Time*

10:00 PM

Wednesday Start Time*

12:00 Noon

Wednesday End Time*

10:00 PM

Thursday Start Time*

12:00 Noon

Thursday End Time*

10:00 PM

Friday Start Time*

12:00 Noon

Friday End Time*

10:00 PM

Saturday Start Time*

12:00 Noon

Saturday End Time*

10:00 PM

Changes or Corrections to your License Application

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

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

 Nicole Pierce

Nov 12, 2025