



City Council - License Committee

**Wednesday, March 18, 2026, 3:45 PM, Bushor Conference Room, 149 Church Street,
1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/98453350457>

Phone one-tap:

+13052241968, 98453350457# US

Join via audio:

+1 305 224 1968 US

Webinar ID: 984 5335 0457

International numbers available: <https://zoom.us/u/adH9f2q8lo>

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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 March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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. Tobacco License and Tobacco Substitute Endorsement License Renewals (2026-2027): see attached list**

Meeting March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action approve the 2026-2027 Tobacco License and Tobacco Substitute Endorsement License Renewals as listed

Subject **3.3. Indoor and Outdoor Entertainment Permit Renewals (2026-2027): see attached list**

Meeting March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)

Recommended Action approve the 2026-2027 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions

4. Deliberative Agenda

Subject **4.1. Special Event Outdoor Entertainment Permit Application (three days only): Elm Three Productions/Akes' Place, 112 Lake Street, Reggae Fest**

Meeting March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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 three day only Special Event Outdoor Entertainment Permit Application for Elm Three Productions/Akes' Place, 112 Lake Street, Reggae Fest
Subject	4.2. Indoor Entertainment Permit Application (2026-2027): BCA Community Room, 405 Pine Street
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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 2026-2027 Indoor Entertainment Permit Application for BCA Community Room, 405 Pine Street with all standard conditions
Subject	4.3. Indoor Entertainment Permit Application (2026-2027): La Boca, 1127 North Avenue, Suite 32
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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 2026-2027 Indoor Entertainment Permit Application for La Boca, 1127 North Avenue, Suite 32 with all standard conditions
Subject	4.4. 60 Battery St. - Encumbrance Application - Greenbelt Encumbrance - DPW
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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 Hotel Champlain, for the installation and use of twelve (12) square feet of City greenbelt ROW to mount two (2) separate signs indicating entry and exit of the Hotel Champlain driveway and authorize the Mayor to execute a License Agreement, subject to approval by the City Attorney's Office
Subject	4.5. 417 St. Paul Street - Permanent Encumbrance - DPW
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 3:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	DPW respectfully requests that the License Committee approve the following motion: To approve and recommend that the City Council approve the encumbrance application of Roderick R. Boutin to maintain a portion of the existing 417 Saint Paul Street residence encroaching upon the City's right-of-way and to authorize the Mayor to execute a License Agreement subject to review and approval by the City Attorney for a term of 30 years.

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	March 18, 2026 - License Committee Meeting - Wednesday, March 18, 2026, 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

2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Wednesday, March 18, 2026

******UPDATED******

Tobacco:

Float On

Kerry's Kwik Stop

NJ Beverages

Old North End Variety

The Shopping Bag

Tobacco Substitute Endorsements:

Float On

Kerry's Kwik Stop

NJ Beverages

Old North End Variety

The Shopping Bag

2026-2027 Indoor/Outdoor Entertainment License Renewals
City Council License Committee Meeting, Wednesday, March 18, 2026

Indoor:

Foam Brewer and Deep City
Hilton Garden Inn Downtown
Hotel Champlain Burlington
Hotel Vermont
JP's Pub
Lincolns
Mr. Mike's Pizza
Partizanfilms
Rasputin's
RiRa The Irish Pub
Splash at the Boathouse
St. John's Club
Switchback
T. Rugg's Tavern
Tank Recording Studio
Tap House and Beer Garden
The 126
The Boardroom
The Wallflower Collective
Three Needs
Vermont Pub and Brewery
Zero Gravity

Outdoor:

American Flatbread – Burlington Hearth –
Foam Brewers and Deep City
Hotel Champlain Burlington
Hotel Vermont
Junk's Tea House
RiRa The Irish Pub
Shanty on the Shore
Splash at the Boathouse
Spot on the Dock
Switchback
Tap House and Beer Garden
Vermont Lake Monsters
Vermont Pub and Brewery
Zero Gravity



Fee \$25.00

May 1, 2026 ---- April 30, 2027

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I
ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name... Small Axe Collective LLC / ELM3 Productions LLC
2. D/B/A (Business Name)... ElmThree Productions/Ake's Place... 3. Bus. Phone... 732-948-1834
4. Business Address... 132 Church St, Burlington (Small Axe)... 53 Elm St., Winooski VT 05404 (ElmThree)
5. Mailing Address 132 Church St, Burlington (Small Axe)... 53 Elm St., Winooski VT 05404(ElmThree)
6. Contact person... Ed Maier... 7. Contact Phone... 732-948-1834
8. Email contact address... ed@elmthree.com... Smallaxecollective@gmail.com

PART II
OPERATION

Handwritten notes: pdm # 1018 \$25.00, Jo 1/20/22

- 1. Do you currently have a Liquor License? No
2. Do you currently have an Entertainment Permit/Special Event Permit? No
3. Proposed Date(s) for this Special Event... 8/21/26 and 8/22/26 and 8/23/26 - 8/22 is the target date for the main event. Possibly looking at smaller events on 8/21 and 8/23 OR having rain dates available
4. Proposed Hours for this Special Event... 4pm - 10pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way... 112 Lake Street, Burlington, VT 05401 Terrace Park

For this Proposed location please answer the following questions:

- a) Occupancy Load... 2500... b) # of Restrooms... 15... c) # of Egresses... 3...
d) Date of last Fire/Safety Check - ... e) Dancing by Patrons? Yes
f) Amplified Music? Yes g) Will additional staff and/or security be required? Yes

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description ____ reggae music

_Attached please see site plan

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

DATE SIGNED: ____ 1/20/25 ____

SIGNATURE OF APPLICANT 

PRINT NAME: ____ Ed Maier ____

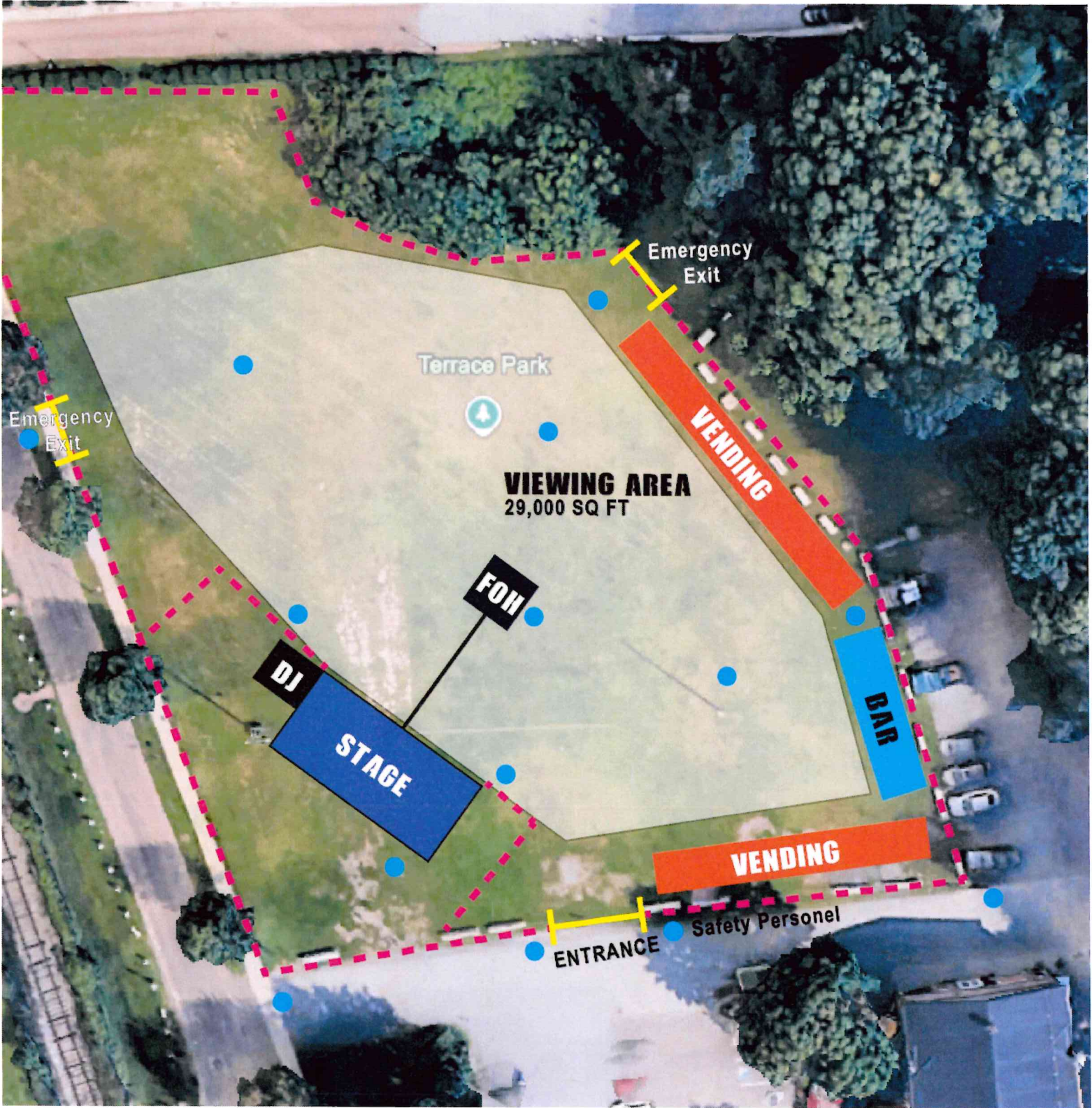
RELATIONSHIP TO BUSINESS ____ Owner ELM3 Productions LLC ____

OFFICE USE ONLY

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

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

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





Record No:
ELI-65

Entertainment
License - Indoor

Status: Active

Submitted On:
3/12/2026

Primary Location

405 Pine Street
Burlington, VT 05401

Owner

405 INVESTMENT
CORPORATION
Pine Street 405
BURLINGTON, VT 05401

Applicant

Zach Williamson
 802-846-2523
 zwilliamson@burlingtoncityarts.org
 135 Church St
Burlington, VT 05401

New

Establishment Information

Establishment Name (DBA) *

BCA Community Room

Establishment Street Address*

405 Pine Street

Establishment City, State Zip*

Burlington, VT 05401

Establishment Phone*

802-846-2523

Establishment Owner (Legal Name) *

405 Investment Corporation

Legal Owner Mailing Street Address*

405 Pine St

Legal Owner Mailing City, State Zip*

Burlington, VT 05401

Contact Person Name*

Doug Griswold

Contact Email Address*

dgriswoldvt@gmail.com

Contact Phone*

802-598-3773

Application Information

Occupant Load*

278

Number of Restrooms*

11

Number of Egresses*

4

Date of Last Fire Safety Inspection*

09/04/2025

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music



Live Vocal Music



Jukebox / Boom Box / Ipad



Disc Jockey



Karaoke



Floor/Stage Show Entertainment



Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition



Readings



Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other 

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Indoor Entertainment Hours

Sunday Start Time*

12:00 Midnight

Sunday End Time*

12:00 Midnight

Monday Start Time*

12:00 Midnight

Monday End Time*

12:00 Midnight

Tuesday Start Time*

12:00 Midnight

Tuesday End Time*

12:00 Midnight

Wednesday Start Time*

12:00 Midnight

Wednesday End Time*

12:00 Midnight

Thursday Start Time*

12:00 Midnight

Thursday End Time*

12:00 Midnight

Friday Start Time*

12:00 Midnight

Friday End Time*

12:00 Midnight

Saturday Start Time*

12:00 Midnight

Saturday End Time*

12:00 Midnight

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*

No

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Zach Williamson
Mar 12, 2026

Certification

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

Zach Williamson
Mar 12, 2026

Attachments

Record Activity

Zach Williamson started a draft Record

03/12/2026 at 11:17 am

Zach Williamson submitted Record ELI-65

03/12/2026 at 12:39 pm






OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-65

03/12/2026 at 12:39 pm

OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-65

03/12/2026 at 12:39 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 City Clerk's Office Review	3/12/2026, 12:39:05 PM	-	Lori Olberg	-	Active
 Entertainment Fee Payment	-	-	Zach Williamson	-	Inactive
 Fire Marshal Review	-	-	-	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Indoor Entertainment License Issuance	-	-	-	-	Inactive



Record No: ELI-64

Entertainment License - Indoor

Status: Active

Submitted On: 3/4/2026

Primary Location

1127 North Avenue
Burlington, VT 05408

Owner

La Boca Wood Fired Pizzeria, LLC
1127 NORTH AVENUE STE 32
BURLINGTON, VT 05408

Applicant

Karl Hellmuth
 802-399-2396
 labocapizzeria@gmail.com
 1127 N Ave
Ste 32
Burlington, VT 05408

Establishment Information

New

Establishment Name (DBA) * ?

La Boca Wood Fired Pizzeria, LLC

Establishment Street Address*

1127 N Ave, Ste 32

Establishment City, State Zip*

Burlington, VT 05408

Establishment Phone* ?

802.399.2396

Establishment Owner (Legal Name) * ?

La Boca Wood Fired Pizzeria, LLC

Legal Owner Mailing Street Address*

1127 N Ave, Ste 32

Legal Owner Mailing City, State Zip*

Burlington, VT 05408

Contact Person Name* ?

Karl Hellmuth

Contact Email Address*

labocapizzeria@gmail.com

Contact Phone* ?

802.399.2396

Application Information

Occupant Load*

50

Number of Restrooms*

2

Number of Egresses*

3

Date of Last Fire Safety Inspection*

06/04/2025

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

Live Vocal Music

Jukebox / Boom Box / Ipad

Disc Jockey

Karaoke

Floor/Stage Show Entertainment

Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition

Readings

Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other 

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Indoor Entertainment Hours

Sunday Start Time*

10:00 AM

Sunday End Time*

10:00 PM

Monday Start Time*

10:00 AM

Monday End Time*

10:00 PM

Tuesday Start Time*

10:00 AM

Tuesday End Time*

10:00 PM

Wednesday Start Time*

10:00 AM

Wednesday End Time*

10:00 PM

Thursday Start Time*

10:00 AM

Thursday End Time*

10:00 PM

Friday Start Time*

10:00 AM

Friday End Time*

11:00 PM

Saturday Start Time*

10:00 AM

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*

No

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Karl G Hellmuth
Mar 4, 2026

Certification

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

Karl G Hellmuth
Mar 4, 2026

Attachments

Record Activity

Karl Hellmuth started a draft Record

03/04/2026 at 2:12 pm

- Karl Hellmuth submitted Record ELI-64 03/04/2026 at 2:30 pm

- OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-64 03/04/2026 at 2:30 pm

- OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-64 03/04/2026 at 2:30 pm

- Lori Olberg approved approval step City Clerk's Office Review on Record ELI-64 03/04/2026 at 2:33 pm

- OpenGov system altered payment step Entertainment Fee Payment, changed status from Inactive to Active on Record ELI-64 03/04/2026 at 2:33 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 City Clerk's Office Review	3/4/2026, 2:30:46 PM	3/4/2026, 2:33:08 PM	Lori Olberg	-	Completed
 Entertainment Fee Payment	3/4/2026, 2:33:08 PM	-	Karl Hellmuth	-	Active
 Fire Marshal Review	-	-	-	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Indoor Entertainment License Issuance	-	-	-	-	Inactive



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works
Corey Mims P.E. Senior Public Works Engineer

DATE: March 18th, 2026 – License Committee
March 23rd, 2026 – City Council

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

RE: 60 Battery St.- Encumbrance Application – Greenbelt Encumbrance

Request

The applicant, Justin Chapman with Diamondrock Burlington Tenant, LLC (Hotel Champlain) located at 60 Battery Street, is requesting approval for the installation of two (2) signs in the public ROW to support traffic circulation on the property. The request, if approved, will allow for the installation of the signs, through a license agreement with the City.

Overview

The Department of Public Works (DPW) received a request from Hotel Champlain on September 1st, 2025 for the installation of two (2) signs with one at the entrance and one at the exit drives in front of Hotel Champlain to better direct visitors and avoid traffic safety concerns.

The encumbered area the signs will occupy meets all the requirements to occupy the Right of Way (ROW). The encumbered area will allow for the installation of two permanent signs for Entry and Exit. The signs will not obstruct or block visual line of sights when entering Battery Street. The install will not interfere with municipal or utility maintenance or operations.

Schedule

Hotel Champlain requests the use of the ROW between the side walk and the roadway at 60 Battery Street known as the city greenbelt. This encumbrance will commence on encumbrance approval date and terminate on April 30th, 2027 to be renewed annually if required.

Recommendation

It is the recommendation of DPW to support the approval of the Encumbrance Permit Application submitted for the use of public ROW at 60 Battery Street. The recommendation is based on a thorough review of the application and is subject to the conditions outlined in the agreement.

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

Attachments:

- A. License Agreement
- B. Encumbrance Application
- C. DPW Recommendation Letter
- D. Site Plan
- E. Certificate of Insurance

Motions:

License Committee:

To approve and recommend that the City Council approve the Encumbrance Application for Hotel Champlain, for the installation and use of twelve (12) square feet of City greenbelt ROW to mount two (2) separate signs indicating entry and exit of the Hotel Champlain driveway and authorize the Mayor to execute a License Agreement, subject to approval by the City Attorney's Office.

City Council:

To approve the Encumbrance Application for Hotel Champlain, for the installation and use of twelve (12) square feet of City greenbelt ROW to mount two (2) separate signs indicating entry and exit of the Hotel Champlain driveway and authorize the Mayor to execute a License Agreement, subject to approval by the City Attorney's Office.

ATTACHMENT A

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Hotel Champlain
60 Battery St
Burlington VT

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Hotel Champlain D/B/A Diamondrock Burlington Tenant, LLC, a Delaware limited liability company (“Licensee”) located at 60 Battery Burlington, Vermont 05401 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

A. Authority. Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.

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.

Background. The City owns property, including the street, sidewalk, and greenbelt right-of-way adjacent to 60 Battery Street. The Licensee is seeking to install and maintain driveway entry way and exit signs located within the greenbelt of City right-of-way (ROW) to make formal an existing traffic pattern through the porte cochère located at Hotel Champlain

B. 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 greenbelt directly in front of 60 Battery St.

E. “Property” means entry and exit signs that are the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. 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 4/30/27.

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 and greenbelt adjacent to the property.
- v. Renewal.** This agreement shall be renewable annually for a one (1) year term provided that Licensee submits a timely annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install and maintain two signs occupying six (6) square feet each, totaling twelve (12) square feet of City greenbelt ROW in front of the building located at 60 Battery Street for the term of this Agreement. Licensee may use and maintain the greenbelt 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. Low Level Signs.** Two entry and exit signs at the entry and exit of Hotel Champlain located at 60 Battery Street. Greenway must be maintained in full compliance with the 21-5 Signs in Public Ways of Article I. In General.
- B. Property Modifications.** If the property is modified in a way that affects the low-level signs or related features, or if alterations are made that impact the existing sidewalk or road way the low level signs and greenbelt must be updated to meet City Standards and statues.
- C. City Infrastructure and Right of Way Improvements.** In the event that a City project involves right of way or infrastructure improvements on Battery Street or adjacent areas, which directly affect the existing low-level signs or greenbelt, these features shall be restored or modified in coordination with the appropriate city department. Necessary

updates will be made to comply with any new right of way adjustments or infrastructure changes, ensuring continued accessibility and adherence to city standards.

- D. Maintenance.** Licensee shall maintain the signs 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 signs located within the greenbelt.
- E. Placement.** The signs 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 signs shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.
- F. Appearance.** Licensee shall maintain signs and appropriately trim greenery around signs to allow signs to remain visible to vehicular traffic.

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 04/30/2026.

C. Annual Renewal Fee. The Licensee is responsible for paying the City an annual renewal fee. Such renewal fee shall be due on or before the expiration of each term. Failure to make timely payment shall result in the automatic expiration of this License and the termination of all rights granted herein. The City reserves the right to adjust the renewal fee amount during any period of the agreement.

6. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, 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 sells the Property, Licensee may temporarily assign the privileges granted herein to the new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §3.C.i of this Agreement.

14. LIMITATION OF RIGHTS; PROPERTY TAXES

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

15. WAIVER

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. THIRD PARTY BENEFICIARIES

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

19. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or

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

20. ATTACHMENTS

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

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

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

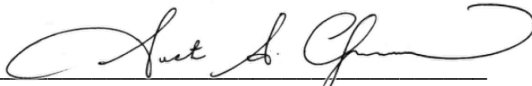
— *Signature Page Follows* —

22. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

LICENSEE
[Hotel Champlain.]
[60 Battery Street, Burlington Vt]

By: 
[Justin Chapman/ General Manager]

Date: 11/4/2025

By: Kira Putterman
[Kira Putterman/ Director of Finance]

Date: 11/04/2025

CITY OF BURLINGTON
Mayor Emma Mulvaney-Stanak

By: _____
Mayor Emma Mulvaney-Stanak
Duly Authorized

Date: _____



City of Burlington, VT

ATTACHMENT B

November 4, 2025

REN-25-13

ROW Encumbrance

Permit

Status: Active

Submitted On:
9/16/2025

Primary Location

60 Battery Street
Burlington, VT 05401

Owner

DIAMONDROCK
BURLINGTON OWNER L
2 BETHESDA METRO
CENTER SUITE 1400
Bethesda, MD 20814

Applicant

Justin Chapman
 585-721-9138
 justin.chapman@aimbridge.com
 60 Battery Street
 Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Renewal ?*

Seating / Sign / Structure / Amenity
Encumbrance

No

Encumbrance Description*

Directional signs needed for guests to enter the driveway the right away to avoid traffic disruptions and safety concerns. Two signs in front of building 3ft x 3ft.

Location of Encumbrance *

Front of building on battery 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)

Encumbrance Start Date

1

09/16/2025

Encumbrance End Date

12/31/2036

Area Encumbered (Square Feet)

12

Number of Tables

0

Number of Chairs

0

Company Information

Company Name

Diamond Rock Tenant, LLC

DBA Name

Hotel Champlain, Curio Collection

Phone

802-658-6500

FAX**Street Address**

60 Battery Street

City, State Zip

Burlington VT 05401

Email 

justin.chapman@aimbridge.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

-
- 


Hotel Champlain Battery Street ROW Directional Signs.pdf

Hotel Champlain Battery Street ROW Directional Signs.pdf

Uploaded by Justin Chapman on Sep 16, 2025 at 11:10 AM
 - 

Certificate of Insurance.pdf

Certificate of Insurance.pdf

Uploaded by Justin Chapman on Sep 16, 2025 at 11:11 AM
 - 

60 Battery St. Property Owner Conset Form.pdf

60 Battery St. Property Owner Conset Form.pdf




Uploaded by Justin Chapman on Sep 16, 2025 at 11:11 AM

Record Activity

Justin Chapman started a draft Record	09/16/2025 at 11:03 am
Justin Chapman added file Hotel Champlain Battery Street ROW Directional Signs.pdf	09/16/2025 at 11:10 am
Justin Chapman added file Certificate of Insurance.pdf	09/16/2025 at 11:11 am
Justin Chapman added file 60 Battery St. Property Owner Conset Form.pdf	09/16/2025 at 11:11 am
Justin Chapman submitted Record REN-25-13	09/16/2025 at 11:11 am
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-13	09/16/2025 at 11:11 am
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-13	09/16/2025 at 11:12 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-13	09/16/2025 at 11:12 am

OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-13	09/16/2025 at 11:12 am
Alice Schwencke changed form field entry Phone from "802-6586500" to "802-658-6500" on Record REN-25-13	09/25/2025 at 12:57 pm
Alice Schwencke changed form field entry Company Name from "Diamond Rock Hospitality" to "Diamond Rock Tenant, LLC" on Record REN-25-13	09/25/2025 at 12:57 pm
Alice Schwencke changed form field entry Encumbrance Term (Years) from "11" to "1" on Record REN-25-13	09/25/2025 at 12:57 pm
Alice Schwencke changed form field entry Area Encumbered (Square Feet) from "3" to "12" on Record REN-25-13	09/25/2025 at 1:03 pm
OpenGov system reactivated payment step Encumbrance Fee Payment on Record REN-25-13	09/25/2025 at 1:03 pm
Alex Fox completed payment step Encumbrance Fee Payment on Record REN-25-13	09/26/2025 at 12:08 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Fee Payment	9/16/2025, 11:11:24 AM	9/26/2025, 12:08:16 PM	Justin Chapman	-	Completed
 City Council Approval	9/16/2025, 11:12:14 AM	-	Alice Schwencke	-	Active
 Encumbrance Permit Issuance	-	-	-	-	Inactive

ATTACHMENT C

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Justin Chapman General Manager of Hotel Champlain for the use of public right-of-way at 60 Battery 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.

Diamond Rock Tenant, LLC D/B/A Hotel Champlain is requesting this temporary encumbrance on the east side of Battery Street to encumber approximately twelve (12) square feet adjacent to the Hotel Champlain business front with in the City greenbelt Right-of-Way

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.

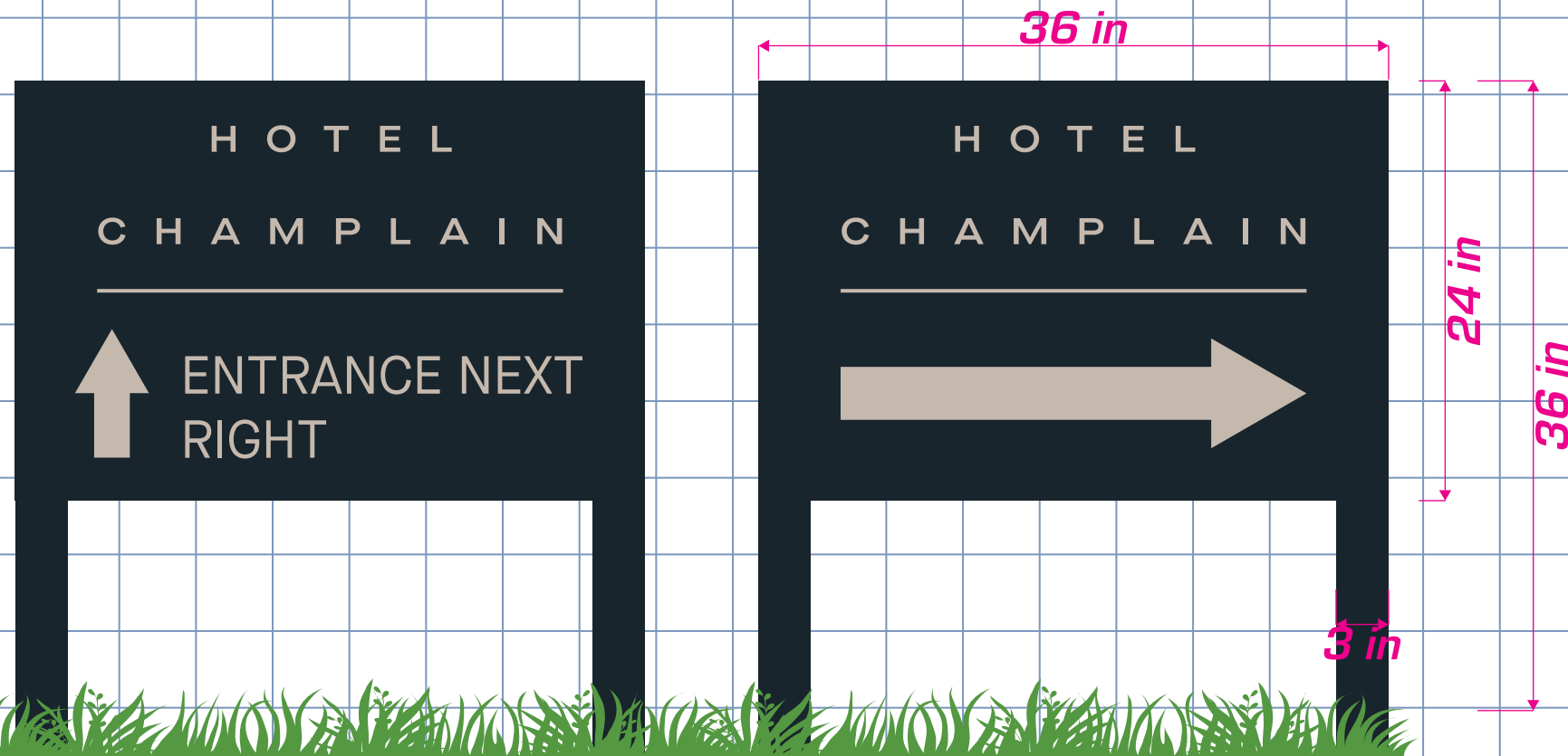
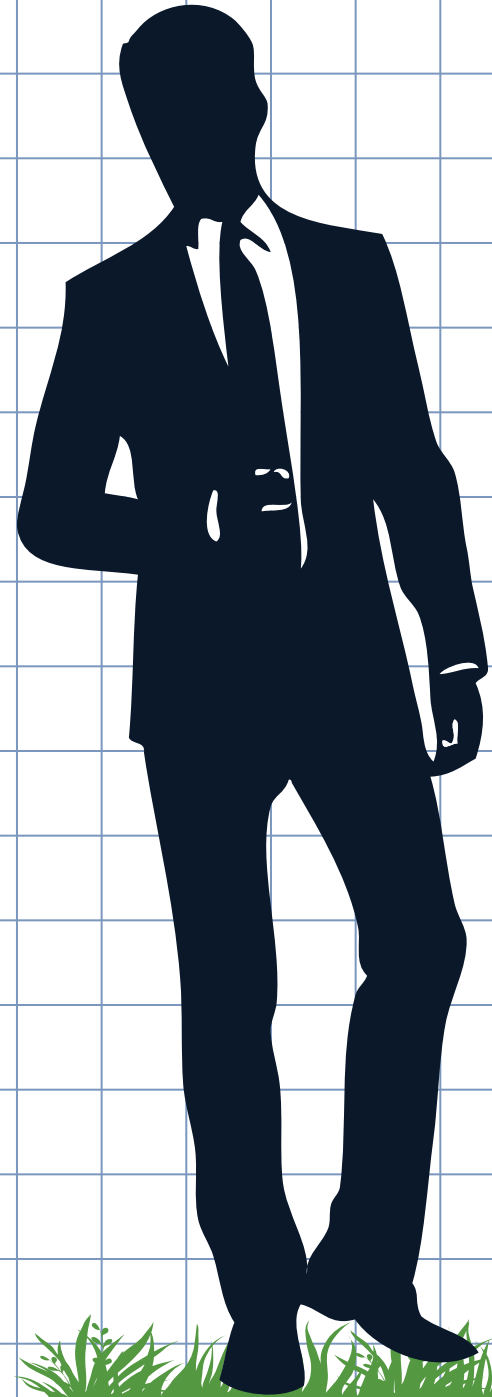
Sincerely,
Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington
aschwencke@burlingtonvt.gov
802-495-6176

ATTACHMENT D



CUSTOMER:
Hotel Champlain

JOB NUMBER:
2240 - 8760

MATERIAL:
.080 Thick Aluminum
Faces + Reflective
Vinyl Graphics

DIMENSIONS:
36"W x 24"H x 3"D
Box Sign
8' x 3" Posts

QUANTITY:
1 Each

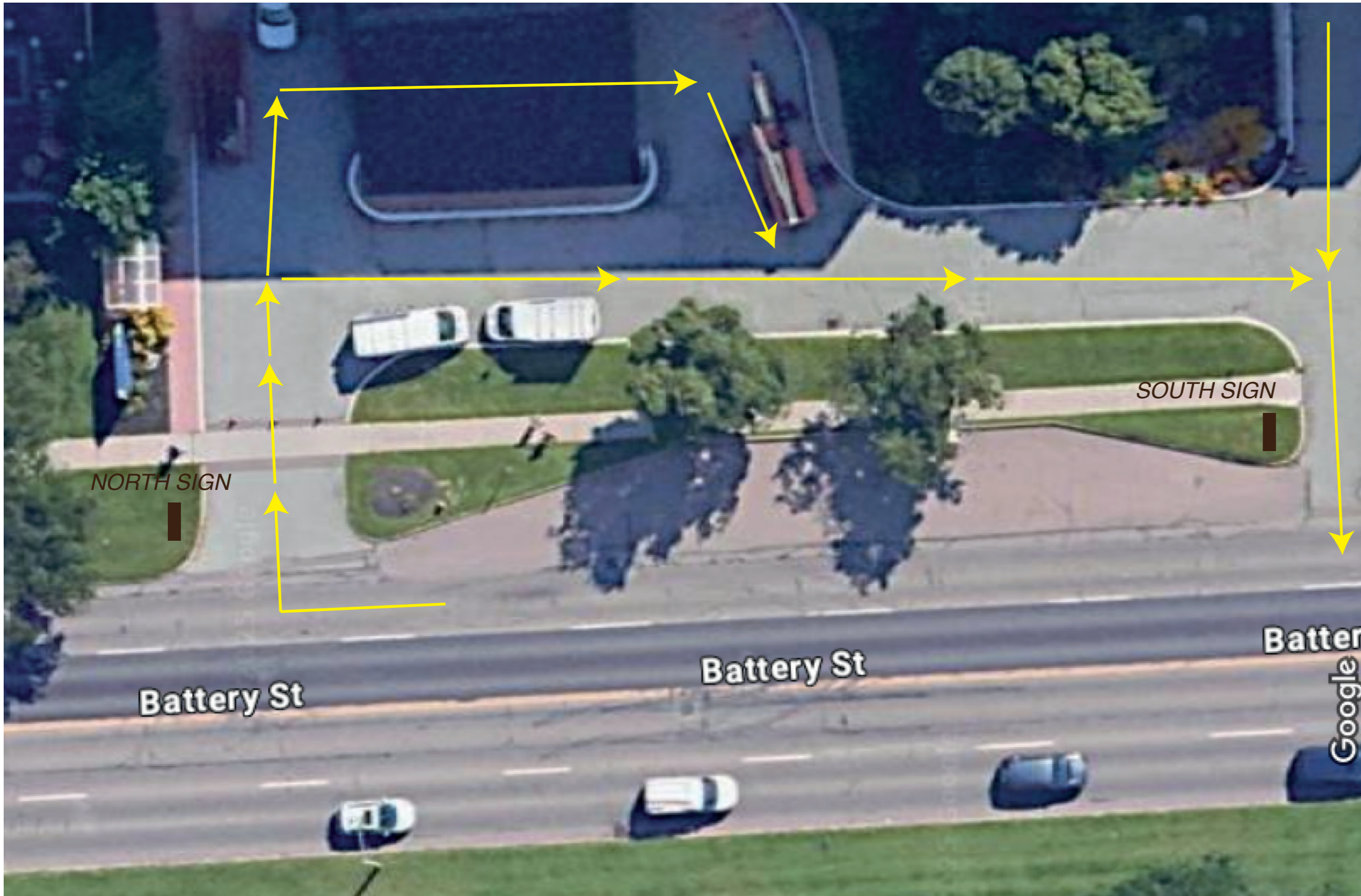
SIDES:
2

ATTENTION: PLEASE READ

EACH ORDER INCLUDES 2 ROUNDS OF REVISIONS.
ANY FURTHER REVISIONS WILL BE CHARGED IN
15 MINUTE INCREMENTS.

PLEASE DOUBLE CHECK ALL TEXT FOR SPELLING AND
GRAMMATICAL ERRORS. FASTSIGNS IS NOT RESPONSIBLE
FOR ANY ERRORS ONCE PROOF IS APPROVED.





CUSTOMER:
Hotel Champlain

JOB NUMBER:
2240 - 8760

PROPOSED DIRECTIONAL SIGNS TO IMPROVE SAFETY AND FLOW OF TRAFFIC INTO THE DROP-OFF AND VALET AREA.



CUSTOMER:

Hotel Champlain

JOB NUMBER:

2240 - 8760

MATERIAL:

**.080 Thick Aluminum
Faces + Reflective
Vinyl Graphics**

DIMENSIONS:

**36"W x 24"H x 3"D
Box Sign
8' x 3" Posts**

QUANTITY:

1 Each

SIDES:

2

PROPOSED SOUTH SIGN DIRECTING NORTH BOUND GUESTS TO THE ENTRANCE AHEAD. THIS SIGN MAY BE DOUBLE SIDED TO DIRECT PEOPLE TO THE PARKING GARAGE.

FASTSIGNS
BURLINGTON



CUSTOMER:

Hotel Champlain

JOB NUMBER:

2240 - 8760

MATERIAL:

**.080 Thick Aluminum
Faces + Reflective
Vinyl Graphics**

DIMENSIONS:

**36"W x 24"H x 3"D
Box Sign
8' x 3" Posts**

QUANTITY:

1 Each

SIDES:

2

PROPOSED NORTH SIGN DIRECTING NORTH BOUND GUESTS TO THE ENTRANCE, DROP-OFF AND VALET AREA.

THIS SIGN MAY BE DOUBLE SIDED TO DIRECT SOUTH BOUND GUESTS TO THE ENTRANCE.

FASTSIGNS
BURLINGTON



Additional Insured - Designated Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED TO PROVIDE SUCH COVERAGE UNDER THE TERMS OF A WRITTEN CONTRACT OR AGREEMENT

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

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

- A. The person or organization shown in the Schedule is an **Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part, by: the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:
 - 1. in the performance of the **Named Insured's** ongoing operations; or
 - 2. in connection with premises owned by or rented to the **Named Insured**.
- B. However, if coverage for the additional **Insured** is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional **Insured** with:
 - 1. coverage broader than required by such contract or agreement; or
 - 2. a higher limit of insurance than required by such contract or agreement.
- C. The coverage granted by this endorsement does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020004270643022424837



Real Estate General Liability Extension Endorsement

- e. any failure to make any inspections, adjustments, tests or servicing that such person or organization 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;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization 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:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **K.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **K.** also does not apply:
- a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

L. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A.** through **K.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;
- 2. for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor
- 3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.L.** of this endorsement, the following sentence is added to the paragraph above:



Real Estate General Liability Extension Endorsement

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a)** any partnership or joint venture; or
- (b)** any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
- B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:
1. is in effect or become effective during the term of the Coverage Part; and 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020004270643022424844





**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

FROM: Corey Mims P.E. Senior Public Works Engineer

DATE: March 18th, 2026 – License Committee
March 23rd, 2026 – City Council

CC: Alice Schwencke, Excavation Inspector, Department of Public Works
Laura Wheelock, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works

RE: 417 Saint Paul Street - Encumbrance Application

Request

The Licensee Roderick R. Boutin has requested an encumbrance permit with the City of Burlington to ensure continued marketability of 417 Saint Paul Street.

Overview

Like several other properties along the same street, approximately 60 sq. ft. of the residence at 417 Saint Paul Street encroaches into the City's right of way. The property owner seeks to sell the home and to make the property marketable and has applied for a license agreement. The proposed agreement provides the property owner fairly durable rights without giving up the City's right of way. The agreement is for a 30 year perpetually renewable term, but the license would terminate if the owner's current use is abandoned.

Fee

There will be an annual fee (including administrative fee), of \$100.00 for this encumbrance. A payment in the amount of \$1,538 is being applied to this 30-year License Agreement. This upfront payment amount was determined with the present value of the future license and renewal fee payments while assuming a five percent (5%) rate of return. Future renewals will be based on current encumbrance rates and fees at that time of renewal.

Schedule

The property owner requests the continued use of the ROW for a portion of the existing residence on 417 Saint Paul Street. This encumbrance will commence upon execution of a License Agreement and will terminate on April 30, 2056. The License Agreement can be renewed for one additional 30-year term.

Recommendation

It is the recommendation of DPW to support the use and marketability of this permanent structure under the terms of a License Agreement, in substantially the same form as the attached, between the City of Burlington and Roderick R. Boutin.

Thank you for consideration of this request, please do not hesitate to contact me directly at CMims@burlingtonvt.gov or 802-922-5001.

ATTACHMENT: License Agreement (with exhibits)

Motion

License Committee:

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

To approve and recommend that the City Council approve the encumbrance application of Roderick R. Boutin to maintain a portion of the existing 417 Saint Paul Street residence encroaching upon the City's right-of-way and to authorize the Mayor to execute a License Agreement subject to review and approval by the City Attorney for a term of 30 years.

City Council:

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

To approve the encumbrance application of Roderick R. Boutin to maintain a portion of the existing 417 Saint Paul Street residence encroaching upon the City's right-of-way and to authorize the Mayor to execute a License Agreement subject to review and approval by the City Attorney for a term of 30 years.

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is entered on _____, 2026 (the “Effective Date”) between the City of Burlington, a Vermont municipal corporation (the “Licensor”), and Roderick R. Boutin as trustee of the Roderick R. Boutin Revocable Trust u/t/a, effective June 8, 2023 (“Licensee”), with respect to the following facts:

- A. Licensee is the freeholder of an enhanced life estate in certain real property (the “Property”) located at 417 Saint Paul Street in the City of Burlington, Vermont, having a local parcel identification number of 053-3-053-000, and a School Property Account Number of 114-035-18419, and being more particularly described in that certain Enhanced Life Estate Deed from Roderick R. Boutin, a single person, to Licensee, dated June 9, 2023, and recorded in the Land Records of the City of Burlington at volume 1712, page 186.
- B. Presently, a residential structure is located on the Property (the “Residence”). As shown on a survey recorded in the Land Records of the City of Burlington at Map Slide 423D, a portion of the Residence encroaches Licensor’s right of way (the “ROW”).
- C. To ensure the continued marketability of the Property, Licensee desires to obtain from Licensor an exclusive license to that portion of the ROW upon which the Residence encroaches (the “License”), and Licensor desires to grant such license on terms and conditions set forth herein.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of License. The City hereby grants the License to Licensor. The License shall run with title to the Property and shall bind, and inure to the benefit of, Licensee and the successors and assigns thereof. The License shall be an exclusive license coupled with an interest but shall not be deemed to constitute an easement or other estate of any kind or nature in the ROW.
3. Licensee Obligations. In consideration of the License:
 - a. Licensee shall pay an annual license fee with the execution of this Agreement of One Hundred Dollars and No Cents (\$100.00) to compensate Licensor for its administrative costs in connection with this Agreement. Thereafter, the same fee shall be paid to Licensor’s Department of Public Works Customer Service following receipt of an invoice from Licensor, on or before April 30th of each subsequent year. Licensor shall invoice Licensee each year for the annual license fee at least thirty (30) days before it is due. An additional renewal fee of Twenty-five Dollars and No Cents (\$25.00) shall be due with the annual license fee on the first year of each renewed 30-year license term.

Licensor has determined that the present value of future license and renewal fee payments, assuming a five percent (5%) rate of return, is One Thousand Five Hundred Thirty-eight Dollars and No Cents (\$1,538.00). If Licensee elects to pay this amount with the execution of this Agreement, then Licensor shall waive any right to collect future license fees.

Licensee ___ elects ___ does not elect to pay the license fee in advance.

- b. Licensee shall maintain the Residence and surrounding property at Licensee's own expense in good condition, so as not to create a hazard to public safety.
- c. In case of any work in the ROW in connection with the Residence, Licensee shall take all such reasonable efforts as may be necessary or convenient to avoid damage to the ROW, including to any utilities located therein, to obtain and comply with all necessary governmental permits for the work and all federal, state, and local laws applicable thereto, to perform the work in a good and workmanlike manner, to take all reasonable measures to protect public health or safety, and to restore any material damage to the ROW caused by such work as nearly as practicable to its condition prior to the work.
- d. Licensee shall not impair the public's use or enjoyment of the ROW, and shall not cause or allow the release of any hazardous substance thereupon or thereunder. In case of any such release, Licensee shall remediate the environmental damage caused thereby.
- e. If Licensee fails to do anything required of Licensee upon the ROW under this section, then Licensor shall have the right to perform the work and to seek recovery for the reasonable costs thereof, which shall be a lien upon the Property until paid. Except in case of emergency, Licensor shall provide at least thirty (30) days' notice prior to performing such work.

4. Term & Termination.

- a. This Agreement shall remain in force for thirty (30) years from the Effective Date and shall automatically renew for successive thirty (30) year terms thereafter unless, at least sixty (60) days prior to the end of the original or any extension term, either party provides the other party written notice of nonrenewal.
- b. This Agreement shall terminate for any of the following reasons, upon written notice of termination given to Licensee by Licensor and recorded in the Land Records:
 - i. Upon the demolition of the Residence, or, at a minimum, of the entire portion of the Residence located in the ROW.
 - ii. Upon abandonment of the use of the Residence. If it appears to Licensor that such use has been abandoned, Licensor shall attempt to confirm the abandonment in writing with Licensee. If Licensee confirms in writing that the use has been abandoned, or if Licensee fails to respond within thirty (30) days, then the use shall be deemed abandoned, whereupon this Agreement may be terminated.

- iii. If terminated at Licensee's request for any reason.
 - iv. In case of any uncured material breach of this Agreement by Licensee, following at least thirty (30) days' notice and opportunity to cure. Licensor shall grant reasonable extensions of the cure period absent an emergency and provided that Licensee is acting diligently and in good faith to effectuate a cure.
- c. Following termination of this Agreement, Licensee shall, at its own expense, commence removal of the Residence from the ROW within six (6) months, unless Licensor agrees to a longer period, and except in case of emergency, in which case Licensee shall commence removal as soon as reasonably practicable. Licensee shall, thereafter, act diligently to complete the removal. If Licensee fails or delays unreasonably in carrying out its obligations under this subsection, then Licensor shall have the right to exercise substantially the same remedy as outlined in Section 3(e) of this Agreement.
5. Indemnification & Insurance. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, employees, and agents from and against all claims, damages, liabilities, liens, causes of action, penalties, fines, and costs (including attorneys' fees and costs) (collectively, "Claims") of every kind and nature arising from or relating to Licensee's use and occupation of the ROW, excepting any Claims arising from Licensor's own active negligence or willful misconduct. The foregoing obligations for indemnification and defense shall survive termination hereof. Licensee shall insure the Residence under an all-risks policy of insurance with liability protection in the minimum amount of \$500,000 per occurrence, \$1,000,000 in aggregate. Said policy shall be endorsed to name Licensor as an additional insured on a primary, non-contributory basis and to waive subrogation against Licensor. At the time of execution of this Agreement and annually thereafter, Licensee shall provide proof of coverage on a form reasonably acceptable to Licensor. Failure to maintain required coverages in effect shall constitute a material breach of this Agreement.
6. Litigation.
- a. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
 - b. Attorneys' Fees & Venue. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to an award of fees and costs. Venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.
7. Interpretation.
- a. Nothing herein shall be deemed to waive Licensor's land use or other regulatory authority with respect to Licensee or the Property. Without limiting the foregoing, nothing herein

shall be deemed to alter the effect of Sections 210 and 211 of the Burlington City Charter as relates to the Property.

- b. This Agreement shall not be construed against its drafter, but instead any ambiguity shall be construed liberally in furtherance of its objects and purposes.
- c. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
- d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as closely as possible.
- e. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles.
- f. There are no third-party intended beneficiaries of this Agreement.

8. Miscellaneous Provisions

- a. This Agreement may not be amended except in a writing duly authorized and executed by both parties. No provision of this Agreement may be waived except in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. Except that this Agreement shall run with the land, this Agreement may not be assigned without the written consent of the other party.
- b. The parties are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, neither party intends to form a partnership, joint venture, or similar enterprise.
- c. Neither party shall be responsible for any circumstance beyond its reasonable control, provided that a party whose performance is hindered by a force majeure event shall give the other party prompt written notice of the circumstances in reasonable detail. In no case shall such notice be given more than ten (10) days after the party required to give notice knows or reasonably ought to know the circumstances giving rise to the delay or failure of performance.
- d. Any notice required under this Agreement shall be given to Licensor at City Hall and to Licensee at the Property, unless another address is given by notice. In case of personal delivery, notice shall be deemed given upon receipt. In case of notice by U.S. mail, notice shall be deemed given three (3) days after deposit in the mail. In case of notice by overnight courier, notice shall be deemed given the day after deposit with a reputable courier. In case of notice by electronic means, notice shall be deemed given upon written acknowledgment of receipt.

9. Execution. The signatories hereto represent and warrant their authority to bind their respective parties and shall produce evidence of such authority prior to execution by the other party. 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.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

ROBERT R. BOUTIN REV. TRUST

By: _____
Chapin Spencer, DPW Director

By: _____
Robert R. Boutin, Trustee

State of Vermont)

County of _____) ss.

On this ____ day of _____, 20____, before me personally appeared _____ (name of person acknowledging) to me known to be the person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Notary Public Signature

My commission expires: _____

State of Vermont)

County of _____) ss.

On this ____ day of _____, 20____, before me personally appeared _____ (name of person acknowledging) to me known to be the person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Notary Public Signature

My commission expires: _____