



City Council - License Committee

Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/97075250918>

Phone one-tap:

+16469313860, 97075250918# US

Join via audio:

+1 646 931 3860 US

Webinar ID: 970 7525 0918

International numbers available: <https://zoom.us/u/abvpedMUa4>

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 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 3.4. 131 Battery-Encumbrance Permit Application -- Outdoor Tent sales area - DPW (per Excavation Inspector Alice Schwencke)

2. Consent Agenda

Subject	2.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	2.2. Indoor and Outdoor Entertainment Permit Renewals (2026-2027): see attached list
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. 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
Subject	2.3. Tobacco License and Tobacco Substitute Endorsement Renewals (2026-2027): see attached list
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	approve the 2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals as listed
Subject	2.4. Special Event Outdoor Entertainment Permit Application (one day only): South End Get Down, Brian's Automotive, 98 North Avenue, parking lot, Saturday, June 20, 2026, 5 pm - 10 pm
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for South End Get Down, Brian's Automotive, 98 North Avenue, parking lot, Saturday, June 20, 2026, 5 pm - 9 pm
Subject	2.5. Special Event Outdoor Entertainment Permit Application (every Friday from May 15 - September 4, 2026): South End Get Down, 377 Pine Street, parking lot, 5 pm - 11 pm
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Consent Agenda
Department	Department of Finance and Administration

Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (every Friday from May 15 - September 4, 2026) for South End Get Down, 377 Pine Street, parking lot, 5 pm - 11 pm

3. Deliberative Agenda

Subject	3.1. Indoor Entertainment Permit Application (2026-2027): Mama Tried, 78 Pine Street
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Indoor Entertainment Permit Application for Mama Tried, 78 Pine Street with the following conditions: all City permits need to be closed out and with all standard conditions

Subject	3.2. Indoor Entertainment Permit Application (2026-2027): Upper Pass Beer Company, 1127 North Avenue, Suite 8
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Indoor Entertainment Permit Application for Upper Pass Beer Company, 1127 North Avenue, Suite 8 with all standard conditions

Subject	3.3. Outdoor Entertainment Permit Application (2026-2027): SEABA, 400 Pine Street
Meeting	April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2026-2027 Outdoor Entertainment Permit Application for SEABA, 400 Pine Street with all standard conditions

Subject	3.4. 131 Battery-Encumbrance Permit Application -- Outdoor Tent sales area - DPW
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Meeting April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action to approve and recommend that the City Council approve the Encumbrance Application for April Cornell, LTD d/b/a April Cornell for the address located at 131 Battery Street, requesting use of the parking area for an outdoor sales area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office

4. Adjournment

Subject 4.1. Motion to adjourn

Meeting April 8, 2026 - City Council License Committee Meeting - Wednesday, April 8, 2026, 4:15 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Adjournment

Department Council and Board

Type Action
Procedural

Recommended Action Motion to adjourn

2026-2027 Indoor/Outdoor Entertainment License Renewals
City Council License Committee Meeting, Wednesday, April 8, 2026
UPDATED 040726 LO

Indoor:

American Flatbread – Burlington Hearth

Butter

Citizen Cider

Doma Bar LLC

Einstein's Tap House

Elk's Club

Finnigan's Pub

Olde Northender Pub

Red Square

SEABA

Taco Gordo

The Skinny Pancake

Vermont Comedy Club

Outdoor:

Butter

Elk's Club

Red Square

The Skinny Pancake

2026-2027 Indoor/Outdoor Entertainment License Renewals
City Council License Committee Meeting, Wednesday, April 8, 2026

Indoor:

American Flatbread – Burlington Hearth
Citizen Cider
Doma Bar LLC
Elk's Club
Olde Northender Pub Butter
Red Square
SEABA
The Skinny Pancake
Vermont Comedy Club

Outdoor:

Butter
Elk's Club
Red Square
The Skinny Pancake

2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Wednesday, April 8, 2026
UPDATED 040726 LO

Tobacco:

Henry Street Deli

JR's Corner Store

Momo's Market

Tobacco Substitute Endorsement:

JR's Corner Store

2026-2027 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Wednesday, April 8, 2026

Tobacco:

JR's Corner Store
Momo's Market

Tobacco Substitute Endorsement:

JR's Corner Store



May 1, 2026 ---- April, 2027

Fee: \$25.00/event

Fee: \$25

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

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

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Saturday, June 20th, 2026**
4. Proposed Hours for this Special Event: **5-10pm. (Hours of operation, 5-9pm)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
98 North Ave, Burlington VT 05401. This is the parking lot of Brian's Auto.

For this Proposed location please answer the following questions:

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

(Continued on back)

*pd cur #1073
Jo 3/30/22*

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

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

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

There will be 6 food vendors in the parking lot, and a band and mobile bar truck. There will be artists in the garage bay doors. We will have snow fencing around the border of the event and create one opening for security to check IDs at the entrance. This will prohibit alcohol from leaving the event, or outside alcohol coming in. We put 999 as our capacity, but we will most likely only have 300-400 people there at any given time.

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

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

DATE SIGNED: 3/25/2026

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

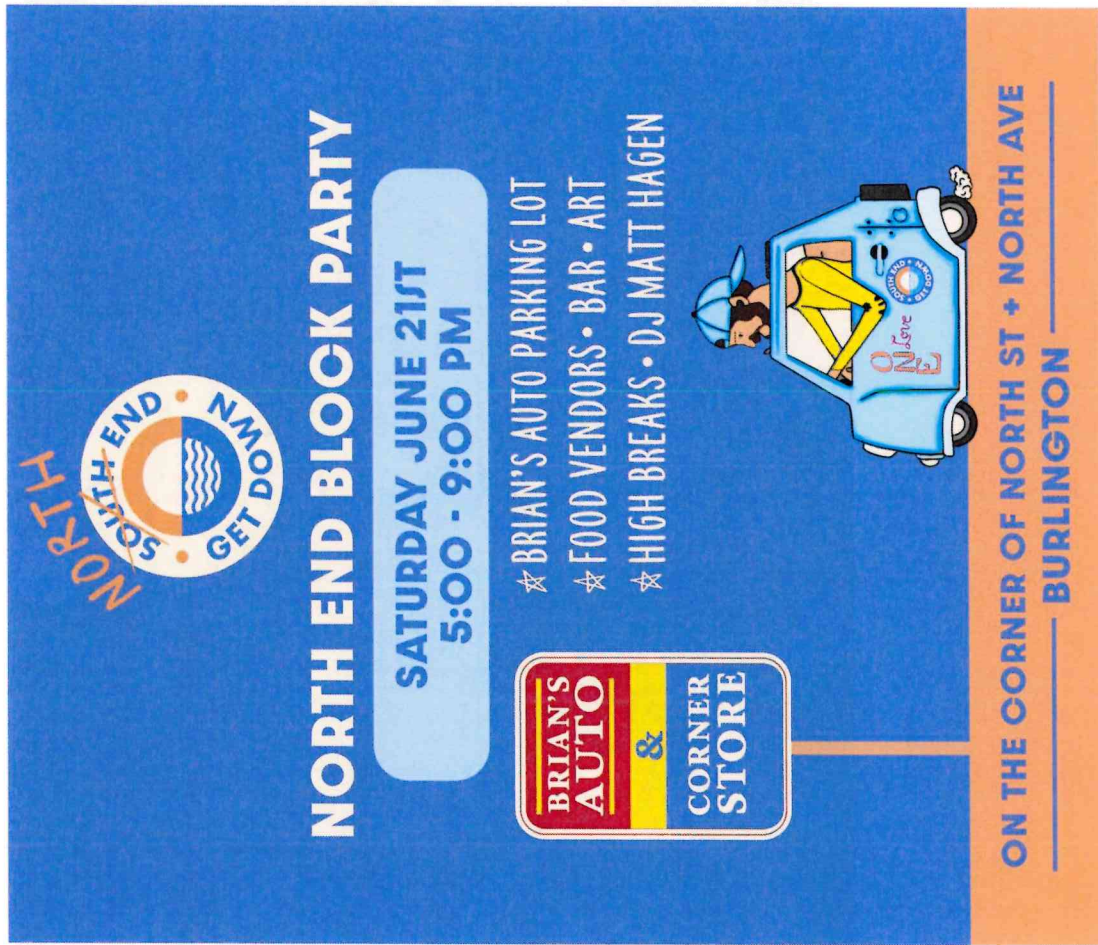
RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

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

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

**Example
Promotional
Poster**



The poster features a blue background with an orange footer. At the top left is a circular logo with 'NORTH END' on the left and 'N.M.O.D. GET' on the right, surrounding a central graphic of a sun and waves. Below the logo, the event title 'NORTH END BLOCK PARTY' is written in large white letters. A light blue rounded rectangle contains the date and time: 'SATURDAY JUNE 21ST 5:00 - 9:00 PM'. To the right of this are three bullet points: '★ BRIAN'S AUTO PARKING LOT', '★ FOOD VENDORS • BAR • ART', and '★ HIGH BREAKS • DJ MATT HAGEN'. Below the text is a sign for 'BRIAN'S AUTO & CORNER STORE' and a cartoon illustration of a man in a blue cap and yellow shirt driving a blue car with 'NORTH END' on the side. The footer contains the location: 'ON THE CORNER OF NORTH ST + NORTH AVE' and 'BURLINGTON'.

NORTH END • N.M.O.D. GET

NORTH END BLOCK PARTY

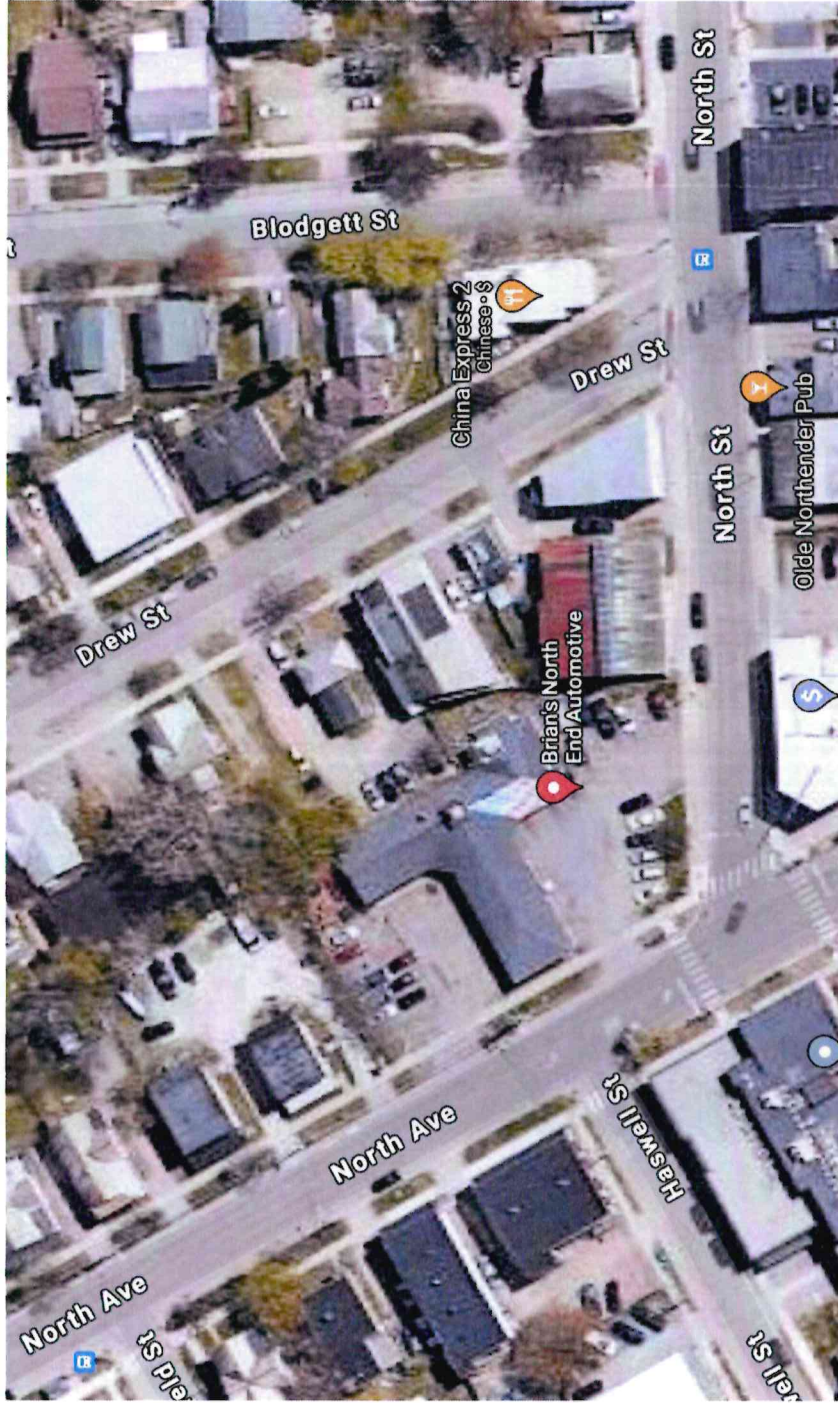
SATURDAY JUNE 21ST
5:00 - 9:00 PM

- ★ BRIAN'S AUTO PARKING LOT
- ★ FOOD VENDORS • BAR • ART
- ★ HIGH BREAKS • DJ MATT HAGEN

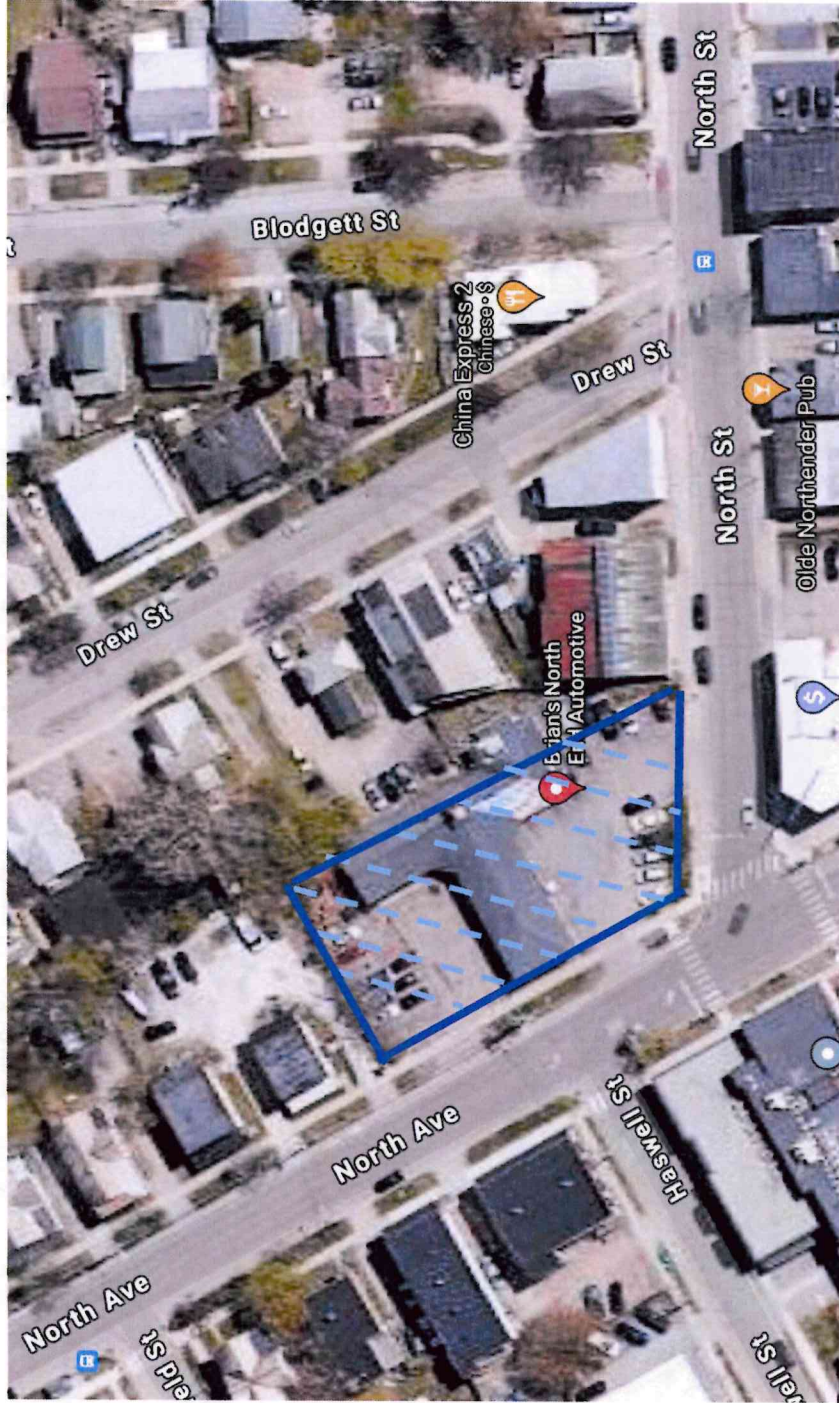
BRIAN'S AUTO & CORNER STORE

ON THE CORNER OF NORTH ST + NORTH AVE
BURLINGTON

Site Map 1



Site Map 2



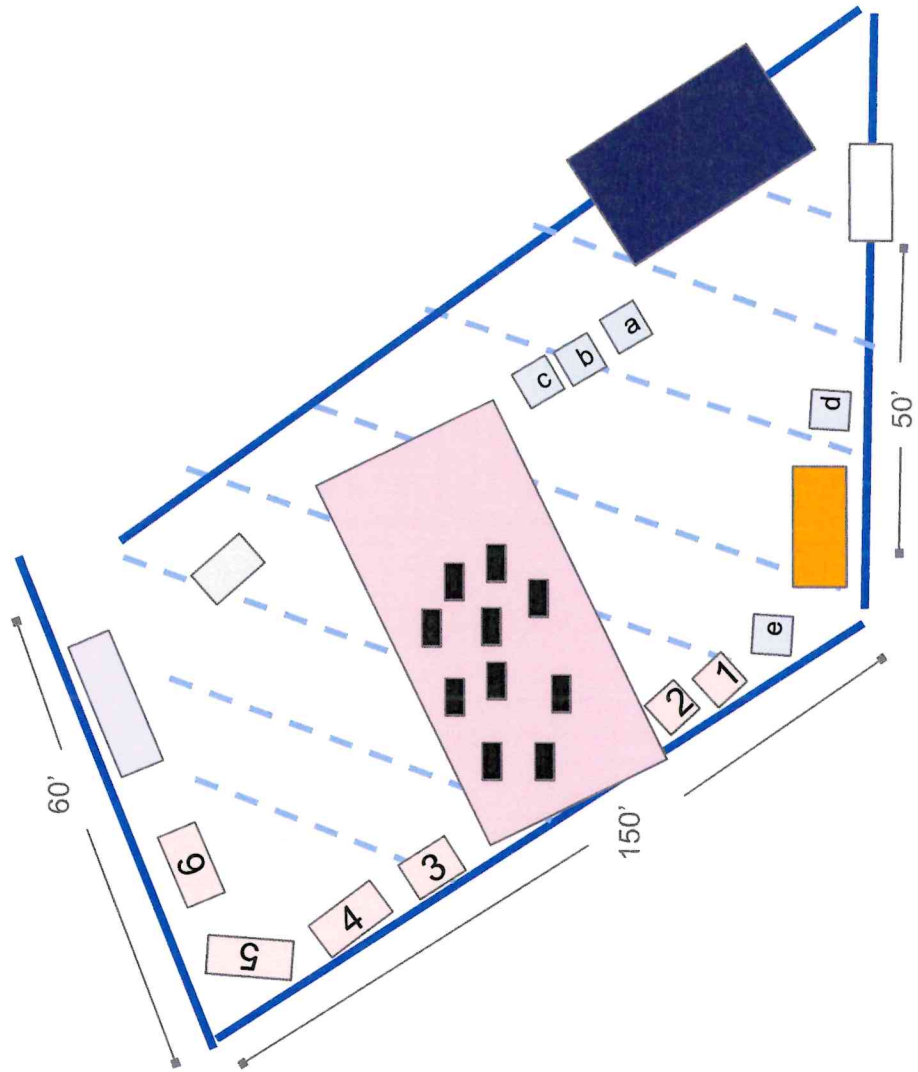
Site Map 4

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



Site Map 4

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





May 1, 2026 ---- April, 2027

Fee: \$25.00/event
Fee: \$425.00

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

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

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **Every Friday from May 15 - September 4, 2026**
4. Proposed Hours for this Special Event: **5-11pm. (Hours of operation, 5-9pm)**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

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

For this Proposed location please answer the following questions:

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

(Continued on back)

*pd check #1072 \$425.00
to 3/30/20*

**PART III
DESCRIPTION OF ENTERTAINMENT**

The South End Get Down was another great success in the summer of 2025. We had more than 30,000 customers over 16 events, partnering with more than 45 local food/artist vendors throughout the summer. There were no issues with security of neighbors. Parking always seemed to go well with so many choosing to walk or bike, and neighboring businesses really benefited from the increase in local crowds on Friday night.

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

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

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

DATE SIGNED: 3/25/2026

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

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

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



Record No: ELI-67

Entertainment License
- Indoor

Status: Active

Submitted On: 3/27/2026

Primary Location

78 Pine Street
Burlington, VT 05401

Owner

MAMA TRIED LLC

BURLINGTON, VT 05401

Applicant

 Lauren McKenzie

Burlington, VT 05401

New

Establishment Information

Establishment Name (DBA) * 

Mama Tried

Establishment Street Address*

78 Pine Street

Establishment City, State Zip*

05401

Establishment Phone* 

8435320525

Establishment Owner (Legal Name) * 

Lauren McKenzie

Legal Owner Mailing Street Address*

Legal Owner Mailing City, State Zip*

05401

Contact Person Name* 

Lauren McKenzie

Contact Email Address*

Contact Phone* 

Application Information

Occupant Load*

206

Number of Restrooms*

7

Number of Egresses*

4

Date of Last Fire Safety Inspection*

12/01/2025

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*

3:00 PM

Sunday End Time*

2:00 AM

Monday Start Time*

3:00 PM

Monday End Time*

2:00 AM

Tuesday Start Time*

3:00 PM

Tuesday End Time*

2:00 AM

Wednesday Start Time*

3:00 PM

Wednesday End Time*

2:00 AM

Thursday Start Time*

3:00 PM

Thursday End Time*

2:00 AM

Friday Start Time*

3:00 PM

Friday End Time*

2:00 AM

Saturday Start Time*

3:00 PM

Saturday End Time*

2:00 AM

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*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Lauren McKenzie
Mar 27, 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.*






Lauren McKenzie
Mar 27, 2026

Attachments

Record Activity

Lauren McKenzie started a draft Record	03/27/2026 at 3:42 pm
Lauren McKenzie submitted Record ELI-67	03/27/2026 at 3:47 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-67	03/27/2026 at 3:47 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 City Clerk's Office Review	3/27/2026, 3:47:49 PM	3/31/2026, 10:04:12 AM	Lori Olberg	-	Completed
 Entertainment Fee Payment	3/31/2026, 10:04:13 AM	-	Lauren McKenzie	-	Active
 Fire Marshal Review	-	-	-	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Indoor Entertainment License Issuance	-	-	-	-	Inactive



Record No: ELI-66

Entertainment License - Indoor

Status: Active

Submitted On: 3/16/2026

Primary Location

1127 North Avenue
Burlington, VT 05408

Owner

HAUKE BUILDING SUPPLY
INC
BURLINGTON, VT 05408

Applicant

christopher perry

FURNBRIDGE, VT 05077

New

Establishment Information

Establishment Name (DBA) * ?

Upper Pass Beer Co

Establishment Street Address*

1127 North Ave Suite 8

Establishment City, State Zip*

05408

Establishment Phone* ?

802-540 2000

Establishment Owner (Legal Name) * ?

Upper PAss Ber Co LLC

Legal Owner Mailing Street Address*

1127 North Ave Suite 8

Legal Owner Mailing City, State Zip*

Burlington VT 05408

Contact Person Name* ?

Chris Perry

Contact Email Address*

Contact Phone* ?

Application Information

Occupant Load*

50

Number of Restrooms*

2

Number of Egresses*

2

Date of Last Fire Safety Inspection*

03/16/2026

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*

6:00 PM

Monday Start Time*

3:00 PM

Monday End Time*

10:00 AM

Tuesday Start Time*

3:00 PM

Tuesday End Time*

10:00 PM

Wednesday Start Time*

3:00 PM

Wednesday End Time*

10:00 PM

Thursday Start Time*

3:00 PM

Thursday End Time*

10:00 PM

Friday Start Time*

3:00 PM

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*

No


Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions


I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

 chris perry
Mar 16, 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.*

 chris perry
Mar 16, 2026

Attachments

Record Activity

christopher perry started a draft Record	03/16/2026 at 1:57 pm
christopher perry submitted Record ELI-66	03/16/2026 at 2:08 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-66	03/16/2026 at 2:08 pm
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-66	03/16/2026 at 2:08 pm
Lori Olberg approved approval step City Clerk's Office Review on Record ELI-66	03/31/2026 at 10:05 am
OpenGov system altered payment step Entertainment Fee Payment, changed status from Inactive to Active on Record ELI-66	03/31/2026 at 10:05 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 City Clerk's Office Review	3/16/2026, 2:08:41 PM	3/31/2026, 10:05:35 AM	Lori Olberg	-	Completed
 Entertainment Fee Payment	3/31/2026, 10:05:41 AM	-	christopher perry	-	Active
 Fire Marshal Review	-	-	-	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Indoor Entertainment License Issuance	-	-	-	-	Inactive



Record No: ELO-41

Entertainment License -
Outdoor

Status: Active

Submitted On: 3/31/2026

Primary Location

400 Pine Street
Burlington, VT 05401

Owner

HOWARD SPACE
PARTNERSHIP LLP

... BURLINGTON, VT 05401

Applicant

 Christy Mitchell

 400 Pine Street m

Burlington, VT 05401

New

Establishment Information

Establishment Name (DBA) * ?

SEABA

Establishment Street Address*

400 Pine Street

Establishment City, State Zip*

Burlington, VT 05401

Establishment Phone* ?

802-578-2512

Establishment Owner (Legal Name) * ?

Christine Mitchell

Legal Owner Mailing Street Address*

400 Pine Street

Legal Owner Mailing City, State Zip*

400 Pine Street, Burlington, VT 05401

Contact Person Name* ?

Christine Mitchell

Contact Email Address*

..

Contact Phone* ?

Application Information

Amplified Music*

Yes

Dancing by Patrons*

Yes

Date of Last Fire Safety Inspection*

10/31/2025

Outdoor entertainment Types; Check all that Apply

Live Instrumental Music

Live Vocal Music

Jukebox / Boom Box / Ipod

Disc Jockey

Karaoke

Floor / Stage Show Entertainment

Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition

Readings

Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other 

Outdoor Entertainment Proposed Days; Check all that Apply

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Outdoor Entertainment Hours

Sunday Start Time*

9:00 AM

Sunday End Time*

2:00 AM

Monday Start Time*

9:00 AM

Monday End Time*

2:00 AM

Tuesday Start Time*

9:00 AM

Tuesday End Time*

2:00 AM

Wednesday Start Time*

9:00 AM

Wednesday End Time*

2:00 AM

Thursday Start Time*

9:00 AM

Thursday End Time*

2:00 AM

Friday Start Time*

9:00 AM

Friday End Time*

2:00 AM

Saturday Start Time*

9:00 AM

Saturday End Time*

2:00 AM

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 permit conditions

Digital Signature*

Christine Mitchell
Mar 31, 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.*




Christine Mitchell
Mar 31, 2026

Attachments

Record Activity

Christy Mitchell started a draft Record	03/31/2026 at 2:13 pm
Christy Mitchell submitted Record 'ELO-41	03/31/2026 at 2:19 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record 'ELO-41	03/31/2026 at 2:19 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 City Clerk's Office Review	3/31/2026, 2:19:23 PM	4/1/2026, 11:04:21 AM	Lori Olberg	-	Completed
 Entertainment Fee Payment	4/1/2026, 11:04:22 AM	-	Christy Mitchell	-	Active
 Fire Marshal Review	-	-	-	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Outdoor 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

DATE: April 8 , 2026

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

RE: 131 Battery–Encumbrance Permit Application – Outdoor Tent sales area

Request

The Applicant, April Cornell, LTD, contracted by owner of the establishment located at 131 Battery Street, is requesting approval for a 10x10 tent on the East side of April Cornell in a free City parking lot. The tent is to remain there from 05/01/2026 until 10/20/2026 to exist in the public right-of-way. The request, if approved, will provide an outdoor sales area with protection from the weather and elements 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

April Cornell submitted an encumbrance permit application to the Department of Public Works on November 20, 2026 requesting to occupy 100 square feet (9.29 Meters Squared) of City right-of-way space on Battery Street, in the free parking area of the public right-of-way to accommodate a 10x10 (.929 x .929 meter squared) tent.

The proposed encumbered area consisting of a 10'x10' (.929 x .929 Meter Squared) will occupy the parking stall directly adjacent the establishment in front of the property.

The 10x10 (.929 x .929 Meter Squared) tent meets all the requirements to occupy the public right-of-way and will not impede the sidewalk or traveled lanes on Battery Street. The free parking area on East of Battery Street is open to public use and not restricted by residential parking or time limited restrictions.

The tent area will be used by the April Cornell during normal business hours. During times when the business is not open, the tent will remain in place overnight. The holes from the tent stakes will be repaired with an approved substance prior to winter.

The Applicant will be responsible for any future maintenance or repairs and any other conditions as defined in the License Agreement. The tent is expected to occupy the parking stall from May 1st 2026 to October 20th 2026. Items will be removed from the street at the end of the date for the winter months.

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. DPW Recommendation
- B. Application
- D. Certificate of Insurance
- E. Photo

Motions:

License Committee:

“To approve and recommend that the City Council approve the Encumbrance Application for April Cornell, LTD d/b/a April Cornell for the address located at 131 Battery Street, requesting use of the parking area for an outdoor sales area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney’s Office.”

City Council:

“To approve the Encumbrance Application for April Cornell, LTD d/b/a April Cornell at 131 Battery Street requesting use of the parking area for an outdoor tent area 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.”

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by April Cornell for the use of public right-of-way at 131 Battery. 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.

April Cornell is requesting this permanent encumbrance on the west side of Battery Street, adjacent to business front. This encumbrance is to include a 10x10 tent in a parking spaces in front of 131 Battery, April Cornell. This 10'x10' tent will provide outdoor sales area for the warmer months, by boosting the visibility of April Cornell and their sales.

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, with the ability to renew the permit yearly.

We respectfully request that the Licensing Committee and City Council approve this proposal, contingent upon the aforementioned conditions and subject to review by the City Attorney's Office.

Thank you for your consideration on 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



**Record No:
REN-25-14**

Encumbrance Permit

Status: Active

Submitted On: 11/20/2025

Primary Location

131 Battery Street
Burlington, VT 05401

Owner

CORNELL MAIN STREET LP
131 BATTERY ST Burlington,
VT 05401

Applicant

Mary Jane Ballard
 802-448-3281 ext. 205
 mjballard@aprilcornell.net
 180 Flynn Ave
Suite # 3
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description*

We would like to place a 10x10 Vermont Tent Company tent on our Battery Street level in the 2 parking spaces - right of the retail doors. This will be from May 1st to October 20th roughly each season for our tent sales. The colorful products will be seen from a car driving by or pedestrians walking by and will increase the foot traffic in our retail store. Given the location and ongoing construction in the city, this will help us keep people interested and make the effort to come to our store.

Location of Encumbrance *

131 Battery Street

Will City Parking Spaces be Encumbered?*

—

Parking Encumbrance Fees Apply*

—

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 

05/01/2026

Encumbrance End Date 

10/20/2026

Area Encumbered (Square Feet)

169

Company Information

Company Name

CORNELL MAIN STREET LP

DBA Name

April Cornell

Phone

802-448-3281

FAX

Street Address

131 Battery Street

City, State Zip

Burlington, VT 05401

Email 

MJBALLARD@APRILCORNELL.NET

Instructions

Please Attach:

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

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

Please Attach:

1. Certificate of Liability Insurance with holder as the "CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT., 645 PINE ST, BURLINGTON, VT 05401".
2. Endorsement to Insurance Policy (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 notice for non-payment or 45 days for any other reason.
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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 

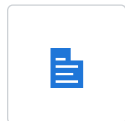
—

City Council Approval  

City Council Approval Date

—

Attachments



COL.pdf

COL.pdf



Uploaded by Mary Jane Ballard on Nov 20, 2025 at 12:01 PM

Record Activity

Mary Jane Ballard started a draft Record	07/16/2025 at 1:08 pm
Mary Jane Ballard added file COL.pdf	11/20/2025 at 12:01 pm
Mary Jane Ballard submitted Record REN-25-14	11/20/2025 at 12:03 pm
OpenGov system altered payment step Encumbrance Fee Payment, changed status from Inactive to Active on Record REN-25-14	11/20/2025 at 12:03 pm
Alice Schwencke changed form field entry Encumbrance Start Date from "05/01/2025" to "05/01/2026" on Record REN-25-14	12/12/2025 at 10:27 am
OpenGov system completed payment step Encumbrance Fee Payment on Record REN-25-14	12/12/2025 at 10:34 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record REN-25-14	12/12/2025 at 10:34 am
OpenGov system assigned approval step City Council Approval to Alice Schwencke on Record REN-25-14	12/12/2025 at 10:34 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
-------	-----------	-----------	----------	----------	--------

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Fee Payment	11/20/2025, 12:03:16 PM	12/12/2025, 10:34:29 AM	Mary Jane Ballard	-	Completed
 City Council Approval	12/12/2025, 10:34:29 AM	-	Alice Schwencke	-	Active

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

April Cornell Holdings, LTD.
131 Battery Street Burlington VT 05401

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont, and April Cornell Holdings DBA April Cornell located at 131 Battery Street Burlington VT 05401, April Cornell. The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to 131 Battery Street Burlington. Licensee has submitted a construction encumbrance application seeking the continued occupation of City right-of-way on Battery Street. According to Licensee’s application, it will cover 100 square foot area of free public parking.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the City.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the Parking Space right-of-way on the West Side of Battery Street, directly in front of 131 Battery Street Burlington.
- E. “Property”** means the commercial building lot located at 131 Battery Street in Burlington, Vermont, inclusive of the barricade fencing that are the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee’s obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on 5/1/2026.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (C). Upon

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

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

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install a 10x10 tent for a sales area for outdoor sales on the sidewalk directly adjacent to 131 Battery Street, totaling an area of 100 square feet for the term set forth above. Licensee may use and shall maintain the outdoor seating area existing in the City's right-of-way.

LICENSE CONDITIONS

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

- A. April Cornell shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.
- B. April Cornell shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris, working condition.

All costs associated with the maintenance and upkeep of the encumbered area are solely the responsibility of April Cornell.

- C. April Cornell shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent area.
- D. April Cornell shall be responsible for the maintenance and associated repair of approximately 100 square feet of the street and sidewalk on Battery Street.
- E. The Department of Public Works reserves the right to extend this agreement for one additional year, provided that the licensee submit any and all documents required by the Department of Public Works that would warrant the extension of this agreement.

5. PAYMENT FOR LICENSE

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

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning [05/01/2026] and ending [10/20/2026].

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

6. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, commercial general liability insurance from an insurance carrier rated A-:VII or higher by A.M. Best Co. and admitted in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of privileges granted by this Agreement in an amount not less than \$100,000 each occurrence, \$300,000 aggregate.

B. Evidence. Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured on a primary, non-contributory basis and waiving subrogation against the City. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with thirty (30) days' written notification of cancellation. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three (3) days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

C. Continuing Obligation. Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

7. INDEMNIFICATION

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

(including attorneys' fees and costs), and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, subcontractors, customers/invitees, successors, or assigns arising from or related to Licensee's use of the Premises or in connection with this Agreement or the privileges granted to it under this Agreement, excepting claims arising from the City's gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

8. RESPONSIBILITY FOR SUPERVISION:

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

9. PUBLIC RELATIONS

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

10. PERMITS

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

11. NUISANCES PROHIBITED

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

12. INSPECTION OF WORK

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

13. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the privileges granted herein to the

new owner of the Property for a period of sixty (60) days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §3.C.i of this Agreement.

14. LIMITATION OF RIGHTS; PROPERTY TAXES

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

15. WAIVER

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. THIRD PARTY BENEFICIARIES

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

19. MISCELLANEOUS

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

prevailing party shall be entitled to attorneys' fees and costs.

20. ATTACHMENTS

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

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

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

<p style="text-align: center;">LICENSEE April Cornell Holdings, LTD</p> <p>By: _____ [Donna Larrabee, Director]</p> <p>By: _____ [Susan Lindberg, Manager]</p> <p>Date: _____</p>
--

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



CORNONL-01

JANETSTEWART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2025

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 NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT NAME: PHONE (A/C, No, Ext): (802) 658-1100		FAX (A/C, No): (802) 658-9419
	E-MAIL ADDRESS:		
INSURED Cornell Online, LLC 131 Battery Street Burlington, VT 05401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company of America		25666
	INSURER B: Fidelity and Guaranty Insurance Company		35386
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: Travelers Indemnity Company of Connecticut		25682
	INSURER E:		
INSURER F:			

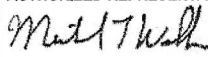
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y-630-B4175377-TCT-25	8/4/2025	8/4/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-B4197007-25-14-G	8/4/2025	8/4/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-B4204678-25-14	8/4/2025	8/4/2026	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-B4199793-25-14-G	8/4/2025	8/4/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
** Workers Comp Information ** Proprietors/Partners/Executive Officers/Members Excluded: April Cornell, Member

Notice of Cancellation for additional insured offered: 15 days' NOC for non-payment, 45 days' NOC for any other reason

CERTIFICATE HOLDER City of Burlington; Burlington Public Works; Encumbrance Application Dept. 645 Pine Street Burlington, VT 05401	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 
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ACORD 25 (2016/03)

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