



City Council - License Committee

Wednesday, May 13, 2026, 6:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/96586329111>

Phone one-tap:

+16469313860, 96586329111# US

Join via audio:

+1 646 931 3860 US

Webinar ID: 965 8632 9111

International numbers available: <https://zoom.us/u/acPOPREKY4>

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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 onsent agenda and take the actions indicated

4. Deliberative Agenda

Subject	4.1. 202 Main Street Burlington - Encumbrance Permit Application - Outdoor Seating Area - DPW
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for the address located at 202 Main Street, requesting use of a section of sidewalk located on Main Street for an outdoor seating area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	4.2. DEW Construction Corp. - 25 Cherry Street - License Agreement Amendment Request - DPW
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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 First Amendment to License Agreement between the City and DEW Construction Corp. dated November 18th 2025, in order to extend the term of the agreement through until July 3rd, 2026, granting use of the City right-of-way for construction fencing located at 25 Cherry Street; and, to authorize the Mayor to execute the First Amendment to the License Agreement with the Applicant subject to approval by the City Attorney's Office
Subject	4.3. 260 North Street Burlington - Encumbrance Permit Application - Outdoor Seating Area - DPW
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for the address located at 260 North Street, requesting use of a section of sidewalk located on North Winooski for an outdoor seating area and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	4.4. Special Event Outdoor Entertainment Permit Application (two days only): Burlington City Arts, City Hall Park, June 12 & 13, 2026, 6:00 pm - 11:30 pm, FIFA World Cup games
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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 two day only special event outdoor entertainment permit application for Burlington City Arts, City Hall Park, June 12 & 13, 2026, 6:00 pm - 11:30 pm, FIFA World Cup games
Subject	4.5. Special Event Outdoor Entertainment Permit Application (one day only): Burlington Odd Fellows, 1416 North Avenue, June 27, 2026, 12 pm - 8 pm, Outdoor Festival
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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 one day only Special Event Outdoor Entertainment Permit Application for Burlington Odd Fellows, 1416 North Avenue, June 27, 2026, 12 pm - 8 pm, Outdoor Festival
Subject	4.6. Umbrella Entertainment Permit Application (June 3 - 7, 2026): Flynn Center for Performing Arts, Jazzfest, various locations around the City
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 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 Umbrella Entertainment Permit Application for Flynn Center for Performing Arts, Jazzfest, various locations around the City, June 3 - 7, 2026
Subject	4.7. Sworn Complaint Regarding Red Square
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	waive the reading, accept the sworn complaint and place it on file

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	May 13, 2026 - City Council License Committee Meeting - Wednesday, May 13, 2026, 6:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



**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: May 13th, 2026 / May 18th, 2026

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

RE: 202 Main Street Burlington–Encumbrance Permit Application – Outdoor Seating Area

Request

The Applicant, Bar Renee, LLC, the bar located at 202 Main Street Burlington is requesting approval for a two hundred and fifty square feet (250) of sidewalk area. The outdoor seating area facing Main Street adjacent to the Bar Renee Entrance. The request, if approved, will provide an outdoor seating area to boost sales and provide a more welcoming business front to welcome new and returning patrons 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

Donald Leopold of Bar Renee submitted an encumbrance permit application to the Department of Public Works on April 17th 2026, requesting to occupy Two hundred and fifty (250) square feet of City right-of-way space on the North sidewalk brick area of Main Street. Main Street sidewalk is part of the Great Street Build downtown Burlington has expanded to accommodate outdoor seating and structures in front of the business Bar Renee allowing for ample space to conduct outdoor services

The seating area meets all the requirements to occupy the public right-of-way and will not impede the sidewalk or traveled lanes on Main Street.

The outdoor seating area will be utilized by Bar Renee during normal business hours. During times when the business is not open, the tables and chairs will be properly stored and locked. At the end of the season tables and chairs will be removed and stowed from the City right of way.

The Applicant will be responsible for any future maintenance, repairs, cleanliness and any other conditions as defined in the License Agreement. Bar Renee will occupy the sidewalk 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. Application
- B. DPW Recommendation Form
- C. Photographs
- D. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for the address located at 202 Main Street, requesting use of a section of sidewalk located on Main Street for an outdoor seating 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 Bar Renee at 202 Main Street requesting use of the sidewalk area for an outdoor seating 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."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Bar Renee, LLC
202 Main 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 (the “City”) organized and validly existing under the laws of the State of Vermont, and Bar Renée LLC, a Vermont limited liability company (“Licensee”) located at 202 Main Street Burlington, VT 05401. 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 202 Main Street Burlington. Licensee has submitted an encumbrance application seeking the continued occupation of City right-of-way on Main Street according to Licensee’s application, it will cover 250 square foot area of the public sidewalk and brick area.
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the city.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the sidewalk right-of-way on the North side of Main Street adjacent to Bar Renée entrance.
- E. “Property”** means the building located at 202 Main Street in Burlington, Vermont, that is the subject of this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee’s obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on April 30, 2027.

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

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes on the sidewalk directly adjacent to 202 Main Street, totaling an area of Two hundred and fifty (250) 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.** Licensee 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.** Licensee 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. All costs associated with the maintenance and upkeep of the encumbered area are solely the responsibility of Bar Renee.
- C.** Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent area.
- D.** Licensee shall be responsible for the maintenance and associated repair of approximately 250 square feet of the sidewalk on Main 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 on the Effective Date and continuing until April 30, 2027.

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

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 E.
- 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 patrons and staff, 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 encumbrance term, 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 providing any services 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 than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

19. MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in effect as necessary to effectuate the original intent of the Parties as closely as possible; provided, however, that if any provision hereof relating to indemnification or defense for the protection of the City and its taxpayers is held to be invalid and unenforceable, then this Agreement shall have no further prospective force or effect, except that it shall be enforced to the fullest extent allowed by law for the protection of the City and its taxpayers with respect to prior transactions and occurrences. This Agreement shall be construed according to

Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. This Agreement shall not be construed 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

By: _____
[Donald Leopold, Owner]

Date: _____

By: _____
Diandre Prendimano, Employee]

Date: _____

CITY OF BURLINGTON

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____



Record No:
REN-26-6

Encumbrance Permit

Status: Active

Submitted On: 4/17/2026

Primary Location

194-206 Main Street
Burlington, VT 05401

Owner

194 MAIN, LLC
688 PINE ST, STE 2D
BURLINGTON, VT 05401

Applicant

Donald Leopold
 978-505-8700
 info@barrenee.com
 202 Main st
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*	Renewal ?*
Seating / Sign / Structure / Amenity Encumbrance	No

Encumbrance Description*

Area on both sides of bike lane in front of 202 Main st (Bar Renee) excluding 7' pedestrian space against the building. Approximatly 250 sq. feet. Rendering Attatched

Location of Encumbrance *	Will City Parking Spaces be Encumbered?*
202 Main st sidewalk	No

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
1	05/01/2026

Encumbrance End Date	Area Encumbered (Square Feet)
11/30/2026	250

Number of Tables	Number of Chairs
6	18

Company Information

Company Name

Bar Renee LLC

DBA Name

Phone

(802) 540-1477

FAX

Street Address

202 Main st

City, State Zip

burlington, VT 05401

Email ?

info@barrenee.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  

☐

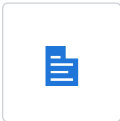
City Council Approval Date 

—

Attachments



Bar Renee Encumbrance rendering.jpg
Bar Renee Encomrance rendering.jpg
Uploaded by Donald Leopold on Apr 17, 2026 at 1:15 PM



Insurance for Encumbrance.pdf
Insurance for Encumbrance.pdf
Uploaded by Donald Leopold on Apr 17, 2026 at 1:17 PM

Record Activity

Donald Leopold started a draft Record	03/04/2026 at 12:59 pm
Donald Leopold added file Bar Renee Encomrance rendering.jpg	04/17/2026 at 1:15 pm
Donald Leopold added file Insurance for Encumbrance.pdf	04/17/2026 at 1:17 pm
Donald Leopold submitted Record REN-26-6	04/17/2026 at 1:17 pm
OpenGov system altered approval step Encumbrance Permit Review, changed status from Inactive to Active on Record REN-26-6	04/17/2026 at 1:17 pm
OpenGov system assigned approval step Encumbrance Permit Review to Alice Schwencke on Record REN-26-6	04/17/2026 at 1:17 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Permit Review	4/17/2026, 1:17:16 PM	-	Alice Schwencke	-	Active
 Encumbrance Fee Payment	-	-	Donald Leopold	-	Inactive
 City Council Approval	-	-	-	-	Inactive
 Encumbrance Permit Issuance	-	-	-	-	Inactive

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Bar Renee for the use of public right-of-way at 202 Main Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

Bar Renee, LLC is requesting this encumbrance on the north side of Main Street, adjacent to business front. This encumbrance is to include a two hundred and fifty (250) square foot outdoor seating area within the limits of the new City of Burlington Great Street designed sidewalk area in front of 202 Main Street, Bar Renee. This outdoor seating area will provide an area during the warmer months, by boosting the visibility of Bar Renee and fulfilling the design intention of the newly redesigned Main Street.

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 802-495-6176.

Sincerely,

Alice Schwencke

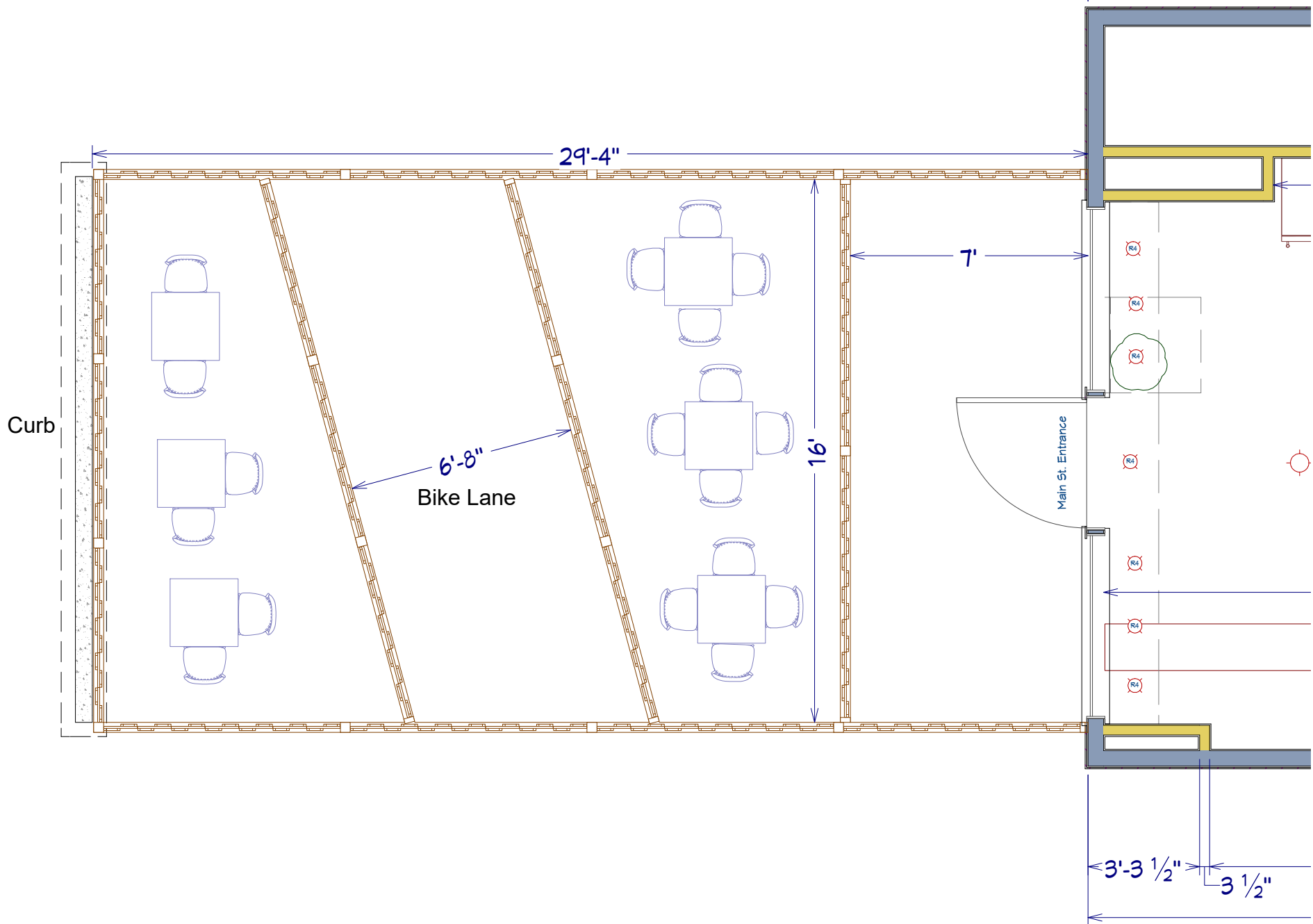
Excavation Inspector

Department of Public Works

City of Burlington

aschwencke@burlingtonvt.gov

802-495-6176





BARRENE-01

DBLOW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2026

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 HUB International New England 2 Railroad Str Essex Junction, VT 05452	CONTACT NAME: Diana Blow PHONE (A/C, No, Ext): (802) 876-1314 FAX (A/C, No): (802) 288-8012 E-MAIL ADDRESS: diana.blow@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Bar Renee LLC 202 Main St Burlington, VT 05401	NAIC # 23280

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	EPP 0743972	4/12/2026	4/12/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N	A	EWC 0743973	4/12/2026	4/12/2027	☒ PER STATUTE ☐ 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)
RE: Terrace Space, 202 Main St, Burlington VT 05401

Certificate holder is listed as Additional Insured in regards to the Liability coverage for the Terrace Space mentioned above

Cancellation Clause: General Liability: 10 Days cancellation applies for Non-Payment; 30 days cancellation applies for all other reasons. Worker's Compensation: 45 days cancellation applies

CERTIFICATE HOLDER

CANCELLATION

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



**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: Licensing Committee – City Council

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

DATE: May 13th, 2026/May 18th, 2026

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

RE: DEW Construction Corp.– 25 Cherry Street – License Agreement Amendment Request

Request

The applicant, DEW Construction Corp. is requesting approval for a First Amendment to License Agreement between the City and DEW Construction for use of the public right-of-way located on the South side of Cherry Street between Church and Battery Street.

The request, if approved, will extend the expiration date for a chain link construction fence to be placed around the perimeter of the encumbrance area located on the sidewalk, greenbelt, and parking stalls of the public right-of-way 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

Department of Public Works received an encumbrance application request from DEW Construction on September 4th, 2025, to occupy an area of the sidewalk, greenbelt, and parking stalls adjacent to the building at 25 Cherry Street. The obstruction is for construction activities and public protection related to hotel rebranding at 25 Cherry Street, as approved by Encumbrance Permit REN-25-12.

DEW Construction Corp. has requested an extension to the term date of the License Agreement and Encumbrance Permit, set to expire on May 15th 2026. The project has been subject to delays in the building process due to supply chain issues, and subsequent changes in the phasing schedule. The applicant is requesting to extend the expiration date to July 3rd 2026, with hopes of completing the work by the end of June 2026.

Recommendation

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

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

Attachment

- A. First Amendment to License Agreement between City and DEW Construction Corporation.
- B. DEW Construction Corp. - Encumbrance License Agreement – 25 Cherry Street

Motions:

License Committee:

“To approve and recommend that the City Council approve the First Amendment to License Agreement between the City and DEW Construction Corp. dated November 18th 2025, in order to extend the term of the agreement through until July 3rd, 2026, granting use of the City right-of-way for construction fencing located at 25 Cherry Street; and, to authorize the Mayor to execute the First Amendment to the License Agreement with the Applicant subject to approval by the City Attorney's Office.

City Council:

“To approve the First Amendment to License Agreement between the City and DEW Construction Corp. dated November 18th 2025, in order to extend the term of the agreement through until July 3rd, 2026, granting use of the City right-of-way for construction fencing located at 25 Cherry Street; and, to authorize the Mayor to execute the First Amendment to the License Agreement with the Applicant subject to approval by the City Attorney's Office.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN DEW CONSTRUCTION
AND THE CITY OF BURLINGTON REGARDING CONSTRUCTION
ENCUMBRANCE PERMIT AND LICESNE AGREEMENT**

A first amendment to the Agreement between DEW Construction Corp., and The City of Burlington regarding Construction Encumbrance Permit and License Agreement (the First Amendment”) is made and entered into as of the ____ day of May, 2026 by and between the City of Burlington, a Vermont municipal corporation (“City”), and DEW Construction (“Licensee”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of December 12, 2025 (the “Agreement”) in order to maintain barricade fencing extending into the public rights-of-way adjacent to 25 Cherry Street, on the South side of Cherry Street between Battery and Church Street, covering an area of 4,150 sq. ft., including 11 spaces of metered parking
- B. The parties agreed that Licensee may use and maintain the occupied portion of the street and sidewalks existing in the City’s rights-of-way, which must be maintained and placed exactly as described in the plan approved by the Department of Public Works.
- C. The parties desire to enter into this First Amendment in order to:
 - 1) Amend the term date of the original agreement to expire on July 3rd , 2026.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and DEW Construction Corp. as follows:

- 1. In Section 3(B), Term, paragraph 1, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

This Agreement shall commence on the Effective Date and expire on ~~May 15, 2026~~
July 3, 2026.

- 2. In Section 5(B) Initial License Fee, paragraph 1, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

By signing this Agreement, the Parties acknowledge that Licensee has paid the City

the licensee fee for the period beginning on the effective date and ending ~~May 15th 2026~~ July 3, 2026.

3. Except as specifically amended by the terms of this First Amendment, the Agreement remains in full force and effect. Unless specifically defined in this First Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Emma Mulvaney-Stanak
Duly Authorized Agent

DEW Construction Corp.

By: _____
Duly Authorized Agent

Mark Selig, Project Manager

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

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

This Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipality validly existing under the laws of the State of Vermont ("City"), and D.E.W. Construction Corp., a Vermont corporation with a principal place of business located at 277 Blair Park Rd, Vermont 05495 ("Licensee"). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to 25 Cherry Street ("Premises"). The Burlington Harbor Hotel Group, LLC ("Owner") owns the current Marriot Courtyard Hotel ("Hotel") adjacent to the Premises. The Owner has retained the Licensee to renovate the interior of the Hotel ("Project"). The Project requires occupying 20' of the travelled south side portions of Cherry Street and full width of the sidewalk adjacent to the Property.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. DEFINITIONS

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

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties this Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement. Licensee's obligations hereunder for indemnification, defense, and restoration of the Premises and other City property shall survive expiration or termination hereof.
- B. Term.** This Agreement shall commence on the Effective Date and expire on 5/15/26.
- C. Termination.** This Agreement may be terminated as set forth in this paragraph. Upon

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

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

4. GRANT OF LICENSE

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

5. LICENSE CONDITIONS

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

- D. Maintenance.** Licensee shall maintain the sidewalk and roadway to the satisfaction of the City, which includes maintaining them in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the roadway and sidewalk.
- E. Placement.** The jersey barriers shall be placed and maintained in accordance with all conditions set by the Department of Public Works and shall not impede the City's ability to maintain the road, sidewalk, parking meters, greenbelt, or any other City property. The jersey barriers and fencing are not to cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.
- F. Appearance.** Licensee shall pick up and sweep debris created by its use of the public right-of-way. Licensee shall keep additional privacy screens within the chain link fences to minimize eye sores and construction debris from escaping the encumbered area.

5. PAYMENT FOR LICENSE

- A. License Fee.** Licensee shall pay the City an encumbrance fee, as described in Attachment A.
- B. Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the license fee for the period beginning on the Effective Date and ending 05/13/2026.
- C. Parking Meter Fee.** Licensee shall pay all associated parking meter fees.

6. INSURANCE

- A. Requirement.** Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, Commercial General Liability insurance, from an insurer rated A-:VII or better by A.M. Best Co. that is qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy on a primary, non-contributory basis with waiver of subrogation and thirty (30) days' notice of cancellation.
- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance reasonably acceptable to the City on an Accord form, with copies of all required endorsements attached. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

7. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, damages, liens, penalties, fines, and costs (including attorneys' fees and costs) arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents,

contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement, excepting all such claims arising from the City's own gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of t Licensee or any third party.

8. RESPONSIBILITY FOR SUPERVISION:

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

9. PUBLIC RELATIONS:

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

10. PERMITS

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

11. NUISANCES PROHIBITED

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

12. INSPECTION OF WORK:

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

13. ASSIGNMENT OF RIGHTS

If Licensee is no longer the contractor for the Project, it may temporarily assign the privileges granted herein to the Owner for a period of sixty (60) days after closing. The Owner or any subsequent contractor for the Project shall execute a new agreement with the City and provide proof of insurance within the sixty (60) day period. Failure to comply with this section shall constitute a discontinued use under §3.C.i

of this Agreement.

14. LIMITATION OF RIGHTS; PROPERTY TAXES

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

15. WAIVER

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

16. ENTIRE AGREEMENT

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

17. MODIFICATION

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

18. THIRD PARTY BENEFICIARIES

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

19. MISCELLANEOUS

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

20. ATTACHMENTS

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

- A. Attachment A:** Licensee's Application
- B. Attachment B:** Department of Public Works Encumbrance Recommendation Form
- C. Attachment C:** Photographs and Sketches of Encroachment
- D. Attachment D:** Certificate of Insurance
- E. Attachment E:** Meter Fees for 25 Cherry Street

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

LICENSEE

D.E.W. Construction Corp.
277 Blair Park Rd. STE130, Williston, VT 05495

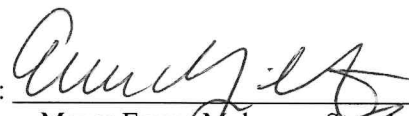
By: 
Taylor Woodward / President

Date: 11/04/2025

By: 
Matthew Wheaton / Executive Vice President

Date: 11/04/2025

CITY OF BURLINGTON Mayor Emma Mulvaney-Stanak

By: 
Mayor Emma Mulvaney-Stanak
Duly Authorized

Date: 11/18/2025



REN-25-12	Primary Location	Applicant
ROW Encumbrance	25 Cherry Street	Mark Selig
Permit	Burlington, VT 05401	802-207-8556
Status: Active	Owner	mselig@dewconstruction.com
Submitted On: 9/4/2025	BURLINGTON HARBOR	277 Blair Park Road #130
	HOTEL GP LLC	Williston, Vermont 05495
	25 CHERRY ST	
	BURLINGTON, VT	

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description* ?

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

Location of Encumbrance * ?

25 Cherry Street

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

Encumbrance Term (Years)

0.56

Encumbrance Start Date

10/22/2025

Encumbrance End Date

05/13/2026

Area Encumbered (Square Feet)

4150

Company Information

Company Name

DEW Construction

DBA Name

DEW Construction

Phone

802-872-0505

FAX

Street Address

277 Blair Park Rd. STE 130

City, State Zip

Williston, VT 05495

Email ?

mseilig@dewconstruction.com

Instructions

Please Attach:

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

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

Please Attach:

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

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

Please Attach:

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

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

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

Jurisdiction BCO 27-31(a)

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

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

Required Documentation

 Certificate of Insurance 

☐

 Insurance Expiration Date

—

 Endorsement of Additional Insured 

☐

 Endorsement for Cancellation 

☐

 Site Map or Photograph(s) 

☐

Reporting

 Encumbrance For:

—

City Department Review

 Attorney Sign Off 

☐

 Attorney Sign Off Date

—

 Right-of-Way Sign Off 

☐

 Right-of-Way Sign Off Date

—

City Council Review

 City Council Meeting Date

—

 City Council Approval 

☐

City Council Approval Date

—

Attachments



Logistics Plan Civil Background Option 2 Final.pdf

Logistics Plan Civil Background Option 2 Final.pdf

Uploaded by Mark Selig on Sep 4, 2025 at 11:54 AM



Encumbrance Permit COI.pdf

Encumbrance Permit COI.pdf

Uploaded by Mark Selig on Sep 5, 2025 at 1:20 PM

Record Activity

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

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

Timeline

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

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the Encumbrance Permit Application submitted by Mark Selig Senior Superintendent of DEW Construction Corp. for the use of public right-of-way at 25 Cherry Street. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

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

The proposed arrangement is in full compliance with the Burlington Code of Ordinances, specifically Section 27-31(a), which permits encumbrances exceeding 60 days with the approval of Licensing Committee Members. The Department of Public Works (DPW) recommends formalizing this through a structured License Agreement.

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

Sincerely,
Alice Schwencke

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

Sincerely,

Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington

aschwencke@burlingtonvt.gov

802-495-6176



CERTIFICATE OF LIABILITY INSURANCE

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

Holder Identifier : ABD

Certificate No : 570116310277



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

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

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

COVERAGES CERTIFICATE NUMBER: 570116310277 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			GL0437328717	04/01/2025	04/01/2026	EACH OCCURRENCE	\$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ SCHEDULED AUTOS							
	☐ NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Burlington 149 Church Street Burlington VT 05401 USA	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 <i>Aon Risk Services Central, Inc.</i>

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ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO437328717

Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

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

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

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

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

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

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

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

in the performance of:

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

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

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

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

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

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

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

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

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

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

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

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

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

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

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

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

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

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

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

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

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

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

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

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

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

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

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



ZURICH

General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO437328717

Effective Date: 4/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

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

2. Each of the following is also an insured:

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

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

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

B. Additional Insureds– Lessees Of Premises

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

However, the insurance afforded to such additional insured:

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

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

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

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

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

C. Additional Insured – Vendors

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

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

However, the insurance afforded to such vendor:

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

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.
3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – Limits Of Insurance:
- The most we will pay on behalf of the vendor is the amount of insurance:
- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – **Limits Of Insurance**.
2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- e. Contractual Liability**
- "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.
- This exclusion does not apply to:
- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
 - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

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

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

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

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

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

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

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

F. Medical Payments – Increased Reporting Period

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

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

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

provided that:

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

G. Supplementary Payments

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

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

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

H. Broadened Property Damage

1. Elevator Property Damage

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

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

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

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

2. Property Damage To Borrowed Equipment

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

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

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

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

I. Expected or Intended Injury or Damage

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

a. Expected Or Intended Injury Or Damage

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

J. Definition – Bodily Injury

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

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

K. Insured Status – Amateur Athletic Participants

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

- a. "Bodily injury" to:

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

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

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

L. Aircraft, Auto Or Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

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

This exclusion does not apply to:

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

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

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

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

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

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

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

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

N. Definitions – Your Product and Your Work

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

"Your product":

- a. Means:

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

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

"Your work":

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

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

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

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

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

P. Other Insurance Condition

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

4. Other Insurance

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

a. Primary Insurance

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

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

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

b. Excess Insurance

(1) This insurance is excess over:

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

Q. Unintentional Failure to Disclose All Hazards

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

6. Representations

By accepting this policy, you agree:

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

Coverage will continue to apply if you unintentionally:

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

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

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

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

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

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

S. Liberalization Condition

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

Liberalization Clause

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

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



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO437328717

Effective Date: 4/1/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

All other terms and conditions of this policy remain unchanged.

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

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

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

FY25- FY26	\$63,360
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Total	\$63,360
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**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: May 13th, 2026

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

RE: 260 North Street Burlington–Encumbrance Permit Application – Outdoor Seating Area

Request

The Applicant, TWF Culinary LLC D/B/A The Wise Fool, the restaurant located at 260 North Street Burlington is requesting approval for a 4'x9' sidewalk area, a total of thirty-six square feet (36') outdoor seating area facing North Winooski adjacent to the The Wise Fool Entrance. The request, if approved, will provide an outdoor seating area to boost sales and provide a more welcoming business front to welcome new and returning patrons 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

Rebecca Christie of The Wise Fool submitted an encumbrance permit application to the Department of Public Works on March, 9th 2026, requesting to occupy Thirty-Six (36) square feet of City right-of-way space on the West sidewalk of North Winooski Street. The sidewalk in that area widens towards the business front of The Wise Fool allowing for ample space for an outdoor seating area.

The 4'x9' seating area meets all the requirements to occupy the public right-of-way and will not impede the sidewalk or traveled lanes on North Winooski Street.

The outdoor seating area will be utilized by the Wise Fool during normal business hours. During times when the business is not open, the tables and chairs will be properly stored and locked. At the end of the season tables and chairs will be removed and stowed from the City right of way.

The Applicant will be responsible for any future maintenance, repairs, cleanliness and any other conditions as defined in the License Agreement. The Wise Fool will occupy the sidewalk 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. Encumbrance agreement

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for the address located at 260 North Street, requesting use of a section of sidewalk located on North Winooski for an outdoor seating 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 TWF Culinary,LLC, d/b/a The Wise Fool at 260 North Street requesting use of the sidewalk area for an outdoor seating 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."

ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

TWF Culinary, LLC DBA The Wise Fool
260 North 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 TWF Culinary, LLC DBA The Wise Fool located at 260 North Street Burlington VT 05401, . 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 260 North Street Burlington. Licensee has submitted a encumbrance application seeking the occupation of City right-of-way on North Winooski Ave for outdoor seating. According to Licensee’s application, it will cover 36 square foot area of the public sidewalk,
- D. Purpose.** This Agreement sets forth the terms and conditions for the allowed use of the public right-of-way.

2. DEFINITIONS

- A. “Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. “Encumbrance Fee”** means the sum of the encumbrance application fee, and the square foot use fee annually set by the city.
- C. “Party”** means the City or Licensee and “Parties” means both the City and Licensee.
- D. “Premises”** means the sidewalk right-of-way on the West Side of North Winooski adjacent to The Wise Fool entrance.
- E. “Property”** means the building located at 260 North Street in Burlington, Vermont, 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 5/1/2027
- C. Termination.** This Agreement may be terminated as set forth in this paragraph (C). Upon

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

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

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes on the sidewalk directly adjacent to 260 North Street, totaling an area of 36 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. The Wise Fool 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. The Wise Fool 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 The Wise Fool.

- C. The Wise Fool shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent area.
- D. The Wise fool shall be responsible for the maintenance and associated repair of approximately 36 square feet of the sidewalk on North Winooski.
- 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 [05/31/2026] and ending [04/30/2027].

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 patrons and staff, 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 than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

19. MISCELLANEOUS

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

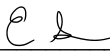
— *Signature Page Follows* —

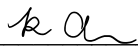
22. SIGNATURE PAGE

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

By: 
[Elliot Ibert Sion, Owner]

By: 
[Rebecca Christie, Owner]

Date: 5/5/2026

CITY OF BURLINGTON

By: _____
Mayor Emma Mulvaney-Stanak

Date: _____



Record No:
REN-26-3

Encumbrance Permit
Status: Active
Submitted On: 3/9/2026

Primary Location
44.484930, -73.211761
Owner
No owner information

Applicant
 Rebecca Christie
 802-363-7015
 becca@wisefoolvt.com
 260 North Street
Burlington, VT 05401

Right-of-Way Encumbrance Application

Type of Encumbrance Requested*	Renewal ?*
Seating / Sign / Structure / Amenity Encumbrance	No

Encumbrance Description*

Use of space on the North Winooski Ave sidewalk for restaurant seating and a sandwich board. We'd like to have a 9' x 4' section in front of the windows on North Winooski Ave for seating, and a 2' x 2' section in front of the front door with a sandwich board.

Location of Encumbrance *	Will City Parking Spaces be Encumbered?*
260 North Street Burlington, VT 05401	No

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
0	05/01/2026
Encumbrance End Date	Area Encumbered (Square Feet)
10/31/2026	40
Number of Tables	Number of Chairs
2	6

Company Information

Company Name	DBA Name
TWF Culinary LLC	The Wise Fool
Phone	FAX
802-363-7015	
Street Address	City, State Zip
60 Winooski Falls Way, Unit 1307	Winooski, VT 05404
Email 	
becca@wisefoolvt.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 🔒

—

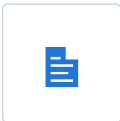
City Council Approval ? 🔒

☐

City Council Approval Date 

—

Attachments



TWF Culinary COI_CITYOFBURLINGTON.pdf
TWF Culinary COI_CITYOFBURLINGTON.pdf
Uploaded by Rebecca Christie on Feb 24, 2026 at 11:48 AM



TWF Storefront Photo.png
TWF Storefront Photo.png
Uploaded by Rebecca Christie on Mar 9, 2026 at 2:35 PM



TWF Patio Sketch.jpeg
IMG_6245.jpeg
Uploaded by Rebecca Christie on Mar 9, 2026 at 2:37 PM

Record Activity

becca@wisefoolvt.com started a draft Record	02/23/2026 at 1:45 pm
Rebecca Christie added file TWF Culinary COI_CITYOFBURLINGTON.pdf	02/24/2026 at 11:48 am
Rebecca Christie added file TWF Storefront Photo.png	03/09/2026 at 2:35 pm
Rebecca Christie added file IMG_6245.jpeg	03/09/2026 at 2:37 pm
Rebecca Christie submitted Record REN-26-3	03/09/2026 at 2:38 pm
OpenGov system altered approval step Encumbrance Permit Review, changed status from Inactive to Active on Record REN-26-3	03/09/2026 at 2:38 pm
OpenGov system assigned approval step Encumbrance Permit Review to Alice Schwencke on Record REN-26-3	03/09/2026 at 2:38 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Encumbrance Permit Review	3/9/2026, 2:38:45 PM	-	Alice Schwencke	-	Active
 Encumbrance Fee Payment	-	-	Rebecca Christie	-	Inactive
 City Council Approval	-	-	-	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
Encumbrance Permit Issuance	-	-	-	-	Inactive



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: TWF Culinary LLC DATE: 5/1/26

COMPANY NAME: The Wise Fool PHONE: (802)-363-7015

CONTACT NAME: Rebecca Christie EMAIL: Becca@wisefoolvt.com

MAILING ADDRESS: 60 Winooski Falls Way, Unit 1307 05404

LOCATION OF ENCUMBRANCE: 260 North Street Burlington VT 05401

FOR LONG-TERM ENCUMBRANCE, ADA RAMP AND FRONT ENTRY LANDING AREA
ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the
Excavation Inspector, is there an available alternative location for the requested encumbrance
on private property.

YES []

NO [X]

2. Will there be sufficient width for plows , pedestrian access, and ADA requirements if the
proposed encumbrance is added to the sidewalk/roadway green belt

YES [X]

NO []

3. Additional Comments: Public Sidewalk to remain clear. No impact to designated sidewalk.

4. Has this business remained in compliance to date (Renewals only)?

YES []

NO []



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

5. Describe the encumbrance, including square footage and location of items. _____
36 square feet on the West side of North Winooski Street. Encumbrance will have two tables
three chairs each.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ [X] No ☐ []

If no, reason: _____

Signature: 

Date: 4/10/2026

Alice Schwencke
Excavation Inspector
Burlington Department of Public Works
645 Pine Street
Burlington, VT 05401
802.495.6176
cmanna@burlingtonvt.gov



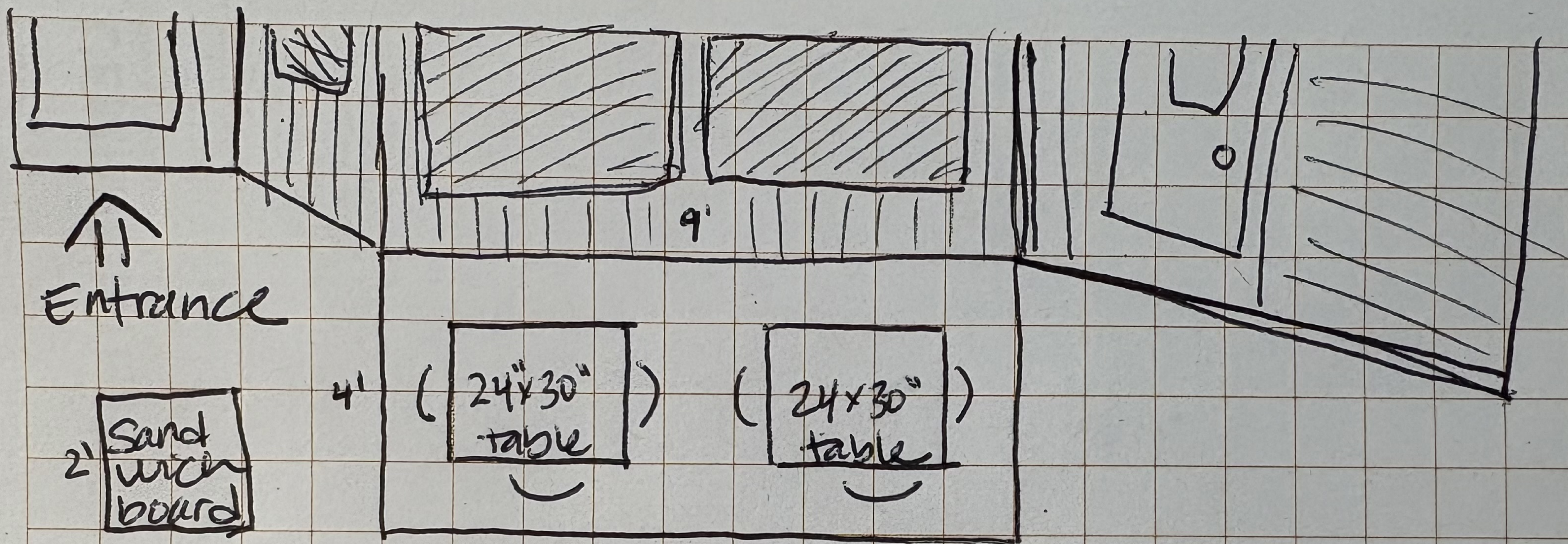
← ONE WAY

2' 4'

9'

Google Maps

Image capture: Aug 2025 © 2026 Google United States



Side walk

← N. Windoski Ave ←



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2026

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 Kerri Surridge Insurance Agency LLC 10 Tamarack Lane Barre VT 05641		CONTACT NAME: KERRI SURRIDGE PHONE (A/C, No, Ext): (802) 279-7278 FAX (A/C, No): E-MAIL ADDRESS: Kerri.Surridge@outlook.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		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	☒	COMMERCIAL GENERAL LIABILITY					BIP-C4467357	02/19/2026	02/19/2027	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE	☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000					
	☐				MED EXP (Any one person)	\$ 5,000					
	☐				PERSONAL & ADV INJURY	\$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000					
	☒	POLICY	☐ PRO-JECT	☐ LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000					
	☐	OTHER:				\$					
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐	ANY AUTO						BODILY INJURY (Per person)	\$		
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$		
	☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$		
	☐								\$		
	☐	UMBRELLA LIAB		☐	OCCUR				EACH OCCURRENCE	\$	
	☐	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE	\$	
	☐	DED	☐	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				☐ Y / ☐ N	N / A				☐ PER STATUTE ☐ OTH-ER	
										E.L. EACH ACCIDENT	\$
										E.L. DISEASE - EA EMPLOYEE	\$
										E.L. DISEASE - POLICY LIMIT	\$

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

CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT. is listed as Additional Insured and will automatically receive cancellation notices 15 days prior to the cancellation date for non payment, and 45 days prior to the cancellation for other all reasons.

CERTIFICATE HOLDER	CANCELLATION
Additional Insured Status: CITY OF BURLINGTON, BURLINGTON PUBLIC (cont. in ACORD 101) 645 PINE ST. Burlington VT 05401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kerri Surridge



ADDITIONAL REMARKS SCHEDULE

AGENCY Kerri Surridge Insurance Agency LLC		NAMED INSURED TWF Culinary LLC
POLICY NUMBER BIP-C4467357		
CARRIER Unknown	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

****Certificate Holder Name:**

CITY OF BURLINGTON, BURLINGTON PUBLIC WORKS, ENCUMBRANCE APPLICATION DEPT.



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__Burlington City Arts_____
2. D/B/A (Business Name)_____ 3. Bus. Phone _802-846-2523__
4. Business Address__135 Church Street, Burlington, VT 05401_____
5. Mailing Address _____
6. Contact person Zach Williamson_____ 7. Contact Phone _802-846-2523
8. Email contact address _zwilliamson@burlingtoncityarts.org_____

**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 __June 12 & 13, 2026__.
4. Proposed Hours for this Special Event __6pm-11:30pm_____.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
__City Hall Park_____

For this Proposed location please answer the following questions:

- a) Occupancy Load_500__ b) # of Restrooms _3_ c) # of Egresses__multiple__
- d) Date of last Fire/Safety Check __n/a_____ e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

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

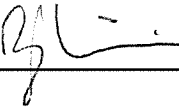
Description: Love Burlington and Burlington City Arts are pleased to present Watch Together, a public viewing of two FIFA World Cup games in City Hall Park. These would be the USA v. Paraguay game at 9pm on Friday, June 12 and the Haiti v. Scotland game at 9pm on June 13. Soccer matches are at least 90 minutes, plus potential stoppage time added. With that, games could end at 10:30pm or later, so we are listing 11:30pm as the final end time. We are applying here for an extension of park and sound amplification hours to 11:30pm. This will involve a 16' outdoor screen, projection and a sound system. We will kick the event off with a DJ or band from approximately 6:30 to 8:30pm.

We will be showing other matches indoors and working with local businesses, but we can only show games outdoor when it is dark enough to see them.

We are working in collaboration with the Vermont Soccer Association.

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

DATE SIGNED: _04-15-26

SIGNATURE OF APPLICANT 

PRINT NAME: __Zach Williamson__

RELATIONSHIP TO BUSINESS _Festival and Event Director_____

OFFICE USE ONLY

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

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

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



Fee \$25.00

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

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor

☒ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name Queen City Lodge #1 I.O.O.F.
2. D/B/A (Business Name) Burlington Odd Fellows 3. Bus. Phone _____
4. Business Address 1416 North Ave, Burlington VT 05408
5. Mailing Address 1416 North Ave, Burlington VT 05408
6. Contact person Zachary York 7. Contact Phone 802-839-8596
8. Email contact address oddfellowsbtv@gmail.com

PART II
OPERATION

1. Do you currently have a Liquor License? Yes or ☒ No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or ☒ No
3. Proposed Date(s) for this Special Event June 27, 2026
4. Proposed Hours for this Special Event 12pm to 8PM
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Outside of the lodge in our parking lot, driveway, and front lawn.

For this Proposed location please answer the following questions:

- a) Occupancy Load 99 inside b) # of Restrooms 1 inside, c) # of Egresses 2
2 porta potties outside
- d) Date of last Fire/Safety Check 12/9/2025 e) Dancing by Patrons? ☒ Yes or No
- f) Amplified Music? ☒ Yes or No g) Will additional staff and/or security be required? ☒ Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description _____

The outdoor festival features ten local and touring acts, inside will be a free craft and flea market featuring handmade goods, art, vintage finds, and more from local makers and vendors. There will be live music outside, art, rented porta potties, private security, and entry by suggested donation. All proceeds from the door entry will be donated to the North End Food Pantry, the project started by a lodge member hosted in our building every week. Donation-based (\$20 suggested); no one turned away for lack of funds. All ages, rain or shine.

The inaugural Odd Fest on July 5, 2025 drew more than 300 attendees and raised around \$3,000 for the pantry.

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

DATE SIGNED: 4/17/2026

SIGNATURE OF APPLICANT /s/Zachary M. York

PRINT NAME: Zachary M. York

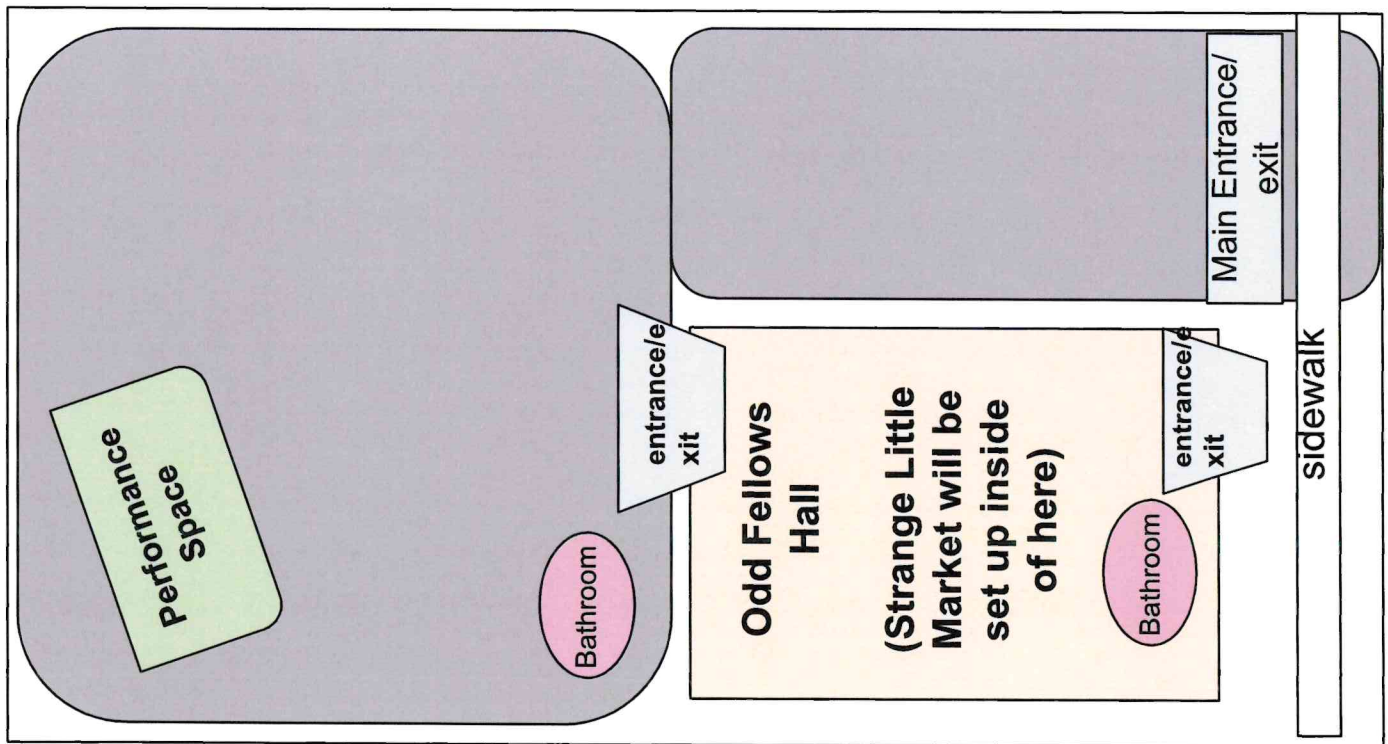
RELATIONSHIP TO BUSINESS Current elected leader

OFFICE USE ONLY

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

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

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





Fee \$25.00

CITY OF BURLINGTON UMBRELLA ENTERTAINMENT PERMIT APPLICATION 2026

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Flynn Center for the Performing Arts, Ltd.
2. D/B/A (Business Name): Flynn Center for the Performing Arts, Ltd. 3. Bus. Phone: 802-652-4500
4. Business Address: 153 Main Street, Burlington, VT 05401
5. Mailing Address: 153 Main Street, Burlington, VT 05401
6. Contact person: Matt Rogers 7. Contact Phone: 802-652-4503 (o); 609-206-3936 (c)
8. Email contact address: mrogers@flynnvt.org

PART II OPERATION

1. Proposed Date(s) for this Event June 3 – 7, 2026.
2. Proposed Hours for this Event See attached calendar.
3. Proposed Location for this Event. Specify if event will be on a City street/Right-of-Way or Park
Attach any diagrams that will be helpful.

Venues outside the Flynn include the Waterfront Park, Church Street Marketplace,
and City Hall Park.

For this proposed location please answer all questions that apply:

- a) Occupancy Load _____ b) # of Restrooms _____ c) # of Egresses _____
- d) Date of last Fire/Safety Check _____ 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
- h) Tents ? Yes or No i) Will alcohol be served? Yes or No

(Continued on back)

pd # 4016790 \$25.00
Lo 4/27/26

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description The Flynn is producing JazzFest which is a live music festival that takes place in and around Burlington. There are performances indoors and outdoors from June 3 – 7, 2026. This is the 43rd Jazz Festival where audiences will be able to gather together and listen to live jazz music.

2. ***** Please attach list of all scheduled events or performances*****

**PART IV
PARTICIPATING ORGANIZATIONS**

Please list all participating organizations/businesses/agencies:

- | | |
|-------------------------------|------------------------------|
| 1. Atomic Pro Audio | |
| 2. Casella | 7. Higher Ground |
| 3. P&P Septic | 8. Burlington Parks & Rec |
| 4. Vermont Tent Company | 9. Vermont Tire |
| 5. Green Mtn Concert Services | 10. Lake Champlain Chocolate |
| 6. Church Street Marketplace | |

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: _____

SIGNATURE OF APPLICANT _____

PRINT NAME: Jay Wahl

RELATIONSHIP TO BUSINESS Executive Director

OFFICE USE ONLY

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

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

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



Fee \$25.00

CITY OF BURLINGTON UMBRELLA ENTERTAINMENT PERMIT APPLICATION 2025

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Flynn Center for the Performing Arts, Ltd.
2. D/B/A (Business Name): Flynn Center for the Performing Arts, Ltd. 3. Bus. Phone: 802-652-4500
4. Business Address: 153 Main Street, Burlington, VT 05401
5. Mailing Address: 153 Main Street, Burlington, VT 05401
6. Contact person: Matt Rogers 7. Contact Phone: 802-652-4503 (o); 609-206-3936 (c)
8. Email contact address: mrogers@flynnvt.org

PART II OPERATION

1. Proposed Date(s) for this Event June 3 – 7, 2025
2. Proposed Hours for this Event See attached calendar
3. Proposed Location for this Event. Specify if event will be on a City street/Right-of-Way or Park
Attach any diagrams that will be helpful.

Venues outside the Flynn include the Waterfront Park, Church Street Marketplace,
and City Hall Park.

For this proposed location please answer all questions that apply:

- a) Occupancy Load _____ b) # of Restrooms _____ c) # of Egresses _____
- d) Date of last Fire/Safety Check _____ 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
- h) Tents ? Yes or No i) Will alcohol be served? Yes or No

(Continued on back)

Pol chkt # 4016790
Jo 4/27/20 \$25.00

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description The Flynn is producing JazzFest which is a live music festival that takes place in and around Burlington. There are performances indoors and outdoors from June 3 – 7, 2026. This is the 43rd Jazz Festival where audiences will be able to gather together and listen to live jazz music.

2. ***** Please attach list of all scheduled events or performances*****

**PART IV
PARTICIPATING ORGANIZATIONS**

Please list all participating organizations/businesses/agencies:

- | | |
|-------------------------------|------------------------------|
| 1. Atomic Pro Audio | |
| 2. Casella | 7. Higher Ground |
| 3. P&P Septic | 8. Burlington Parks & Rec |
| 4. Vermont Tent Company | 9. Vermont Tire |
| 5. Green Mtn Concert Services | 10. Lake Champlain Chocolate |
| 6. Church Street Marketplace | |

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

DATE SIGNED: 4/23/26

SIGNATURE OF APPLICANT 

PRINT NAME: Jay Wahl

RELATIONSHIP TO BUSINESS Executive Director

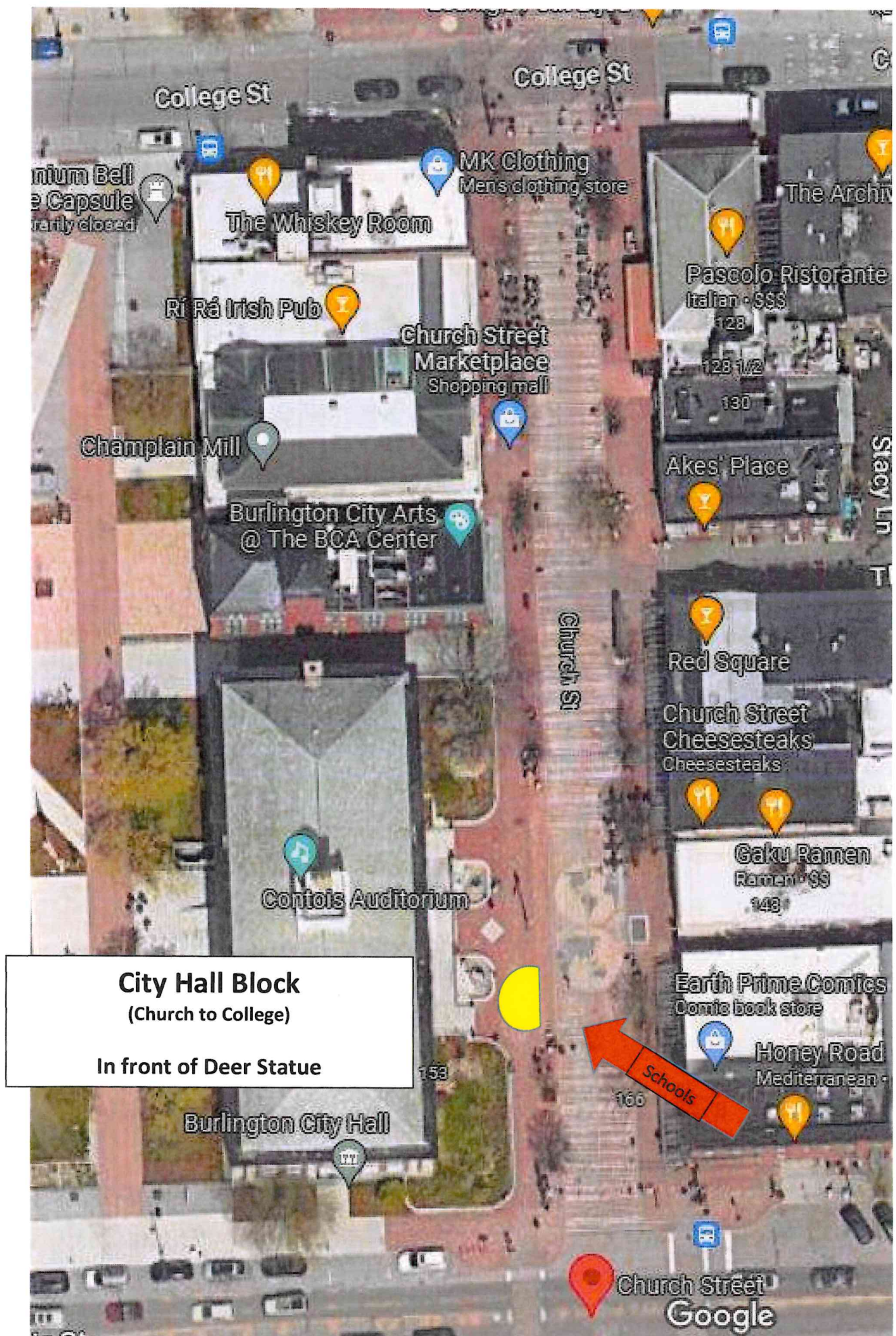
OFFICE USE ONLY

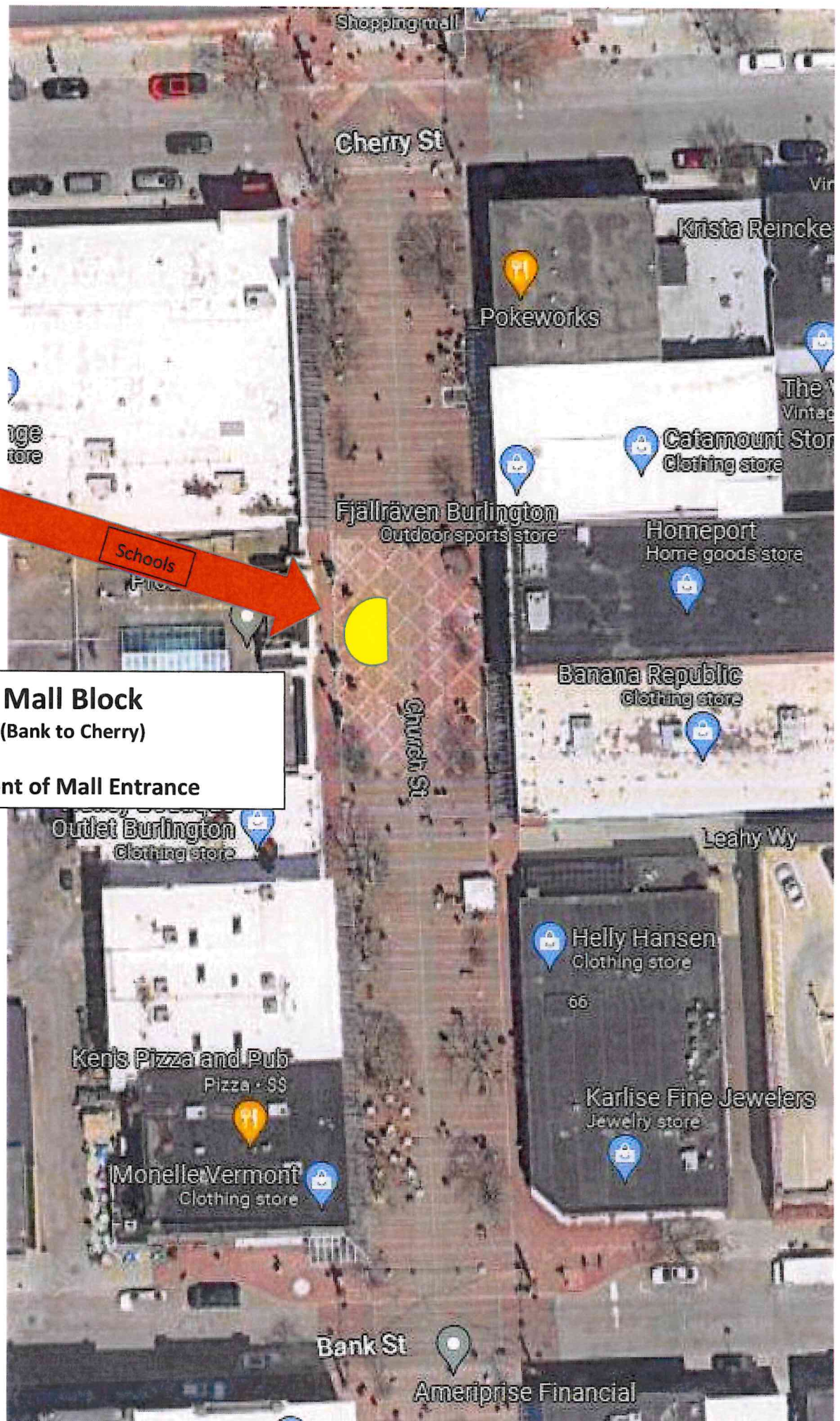
Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

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

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

Wednesday 6/3													
Location	10:40	11:00	11:20	11:40	12:00	12:20	12:40	1:00	1:20	1:40	2:00	2:20	2:40
Bottom of Church Street	Load in	11:40am	South Burlington HS Jazz	Load out	12:00	12:20 - 1:00pm	Sustainability Academy	Load out	1:00	1:40 - 2:20pm	LJHS Jazz	Load out	2:40
Wall Block	Load in	11:40am	11:40 - 12:20pm	Load out	12:00	12:20 - 1:00pm	Load in	1:00 - 1:40pm	1:00 - 1:40pm	1:40 - 2:20pm	The Commodore Jazz Band	Load in	2:40
Top of the Block	Load in	11:40am	Westside Jazz Ensemble	Load out	12:00	12:20 - 1:00pm	Hinsburg Jazz Band	Load out	1:00 - 1:40pm	1:40 - 2:20pm	Load out	2:40	3:40 - 4:20pm
City Hall Park	Load in	11:40am	Westside Jazz Ensemble	Load out	12:00	12:20 - 1:00pm	Hinsburg Jazz Band	Load out	1:00 - 1:40pm	1:40 - 2:20pm	Load out	2:40	3:40 - 4:20pm
Thursday 6/4													
Location	10:40	11:00	11:20	11:40	12:00	12:20	12:40	1:00	1:20	1:40	2:00	2:20	2:40
Bottom of Church Street	Load in	11:40am	NCCS Jazz Band	Load out	12:00	12:20 - 1:00pm	U-32 Jazz Band	Load out	1:00	1:40 - 2:20pm	BMS - MAJHS	Load out	2:40
Wall Block	Load in	11:40am	11:40 - 12:20pm	Load out	12:00	12:20 - 1:00pm	Load in	1:00 - 1:40pm	1:00 - 1:40pm	1:40 - 2:20pm	GENS	Load in	2:40
Top of the Block	Load in	11:40am	Crosscut Brook Middle School	11:40 - 12:20pm	12:00	12:20 - 1:00pm	The Harvest Assembly	Load out	1:00 - 1:40pm	1:40 - 2:20pm	BFA Fairfax Jazz	Load out	2:40
City Hall Park	Load in	11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am	11:15 - 11:40am
Friday 6/5													
Location	10:40	11:00	11:20	11:40	12:00	12:20	12:40	1:00	1:20	1:40	2:00	2:20	2:40
Bottom of Church Street	Load in	11:40am	St. Johnsbury Middle School	Load out	12:00	12:20 - 1:00pm	Walden Middle School	Load out	1:00	1:40 - 2:20pm	Brattleboro Union High School	Load out	2:40
Wall Block	Load in	11:40am	11:40 - 12:20pm	Load out	12:00	12:20 - 1:00pm	Lebanon & Gray High School	Load out	1:00 - 1:40pm	1:40 - 2:20pm	Winnsboro Jazz Band	Load in	2:40
Top of the Block	Load in	11:40am	BFA Fairfax HS Chorus + Band	Load out	12:00	12:20 - 1:00pm	Redford Town Middle School Band	Load out	1:00 - 1:40pm	1:40 - 2:20pm	MMU Jazz Ensemble	Load out	2:40
City Hall Park	Load in	11:40am	BFA Fairfax HS Chorus + Band	Load out	12:00	12:20 - 1:00pm	Redford Town Middle School Band	Load out	1:00 - 1:40pm	1:40 - 2:20pm	MMU Jazz Ensemble	Load out	2:40

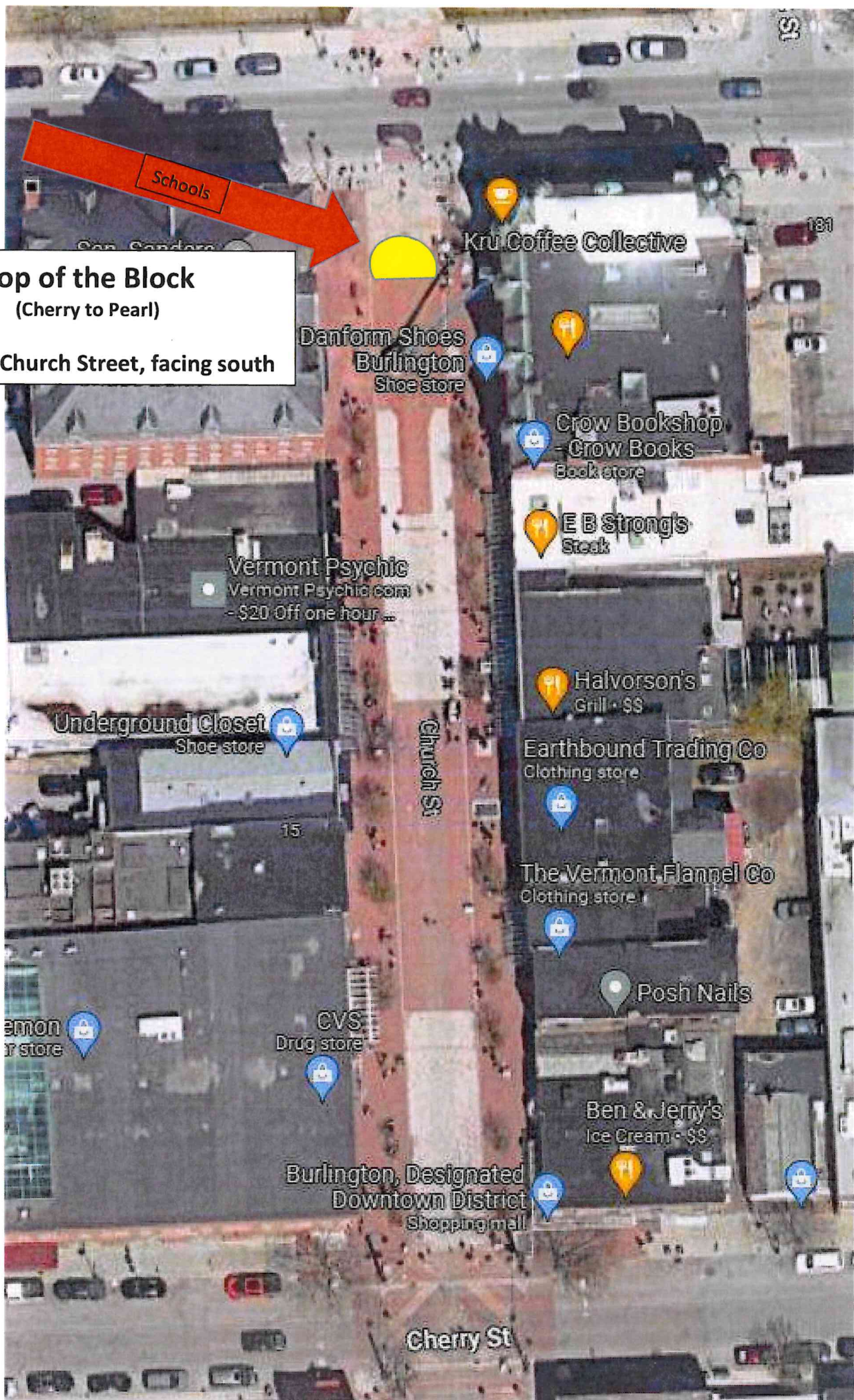




Mall Block

(Bank to Cherry)

In front of Mall Entrance



Top of the Block

(Cherry to Pearl)

Center of Church Street, facing south

Schools

Kru Coffee Collective

Danform Shoes
Burlington
Shoe store

Crow Bookshop
- Crow Books
Book store

E B Strong's
Steak

Vermont Psychic
Vermont Psychic.com
- \$20 Off one hour --

Underground Closet
Shoe store

Halvorson's
Grill - \$\$

Earthbound Trading Co
Clothing store

The Vermont Flannel Co
Clothing store

Posh Nails

emon
Y store

CVS
Drug store

Ben & Jerry's
Ice Cream - \$\$

Burlington, Designated
Downtown District
Shopping mall

Cherry St

SWORN COMPLAINT LICENSING OR PERMIT VIOLATION

____ Peddler Permit ____ Entertainment Permit ____ Sidewalk Café License (not CSM)
____ Other License or Permit _____

Name of Establishment _Red Square_____ Address _136 Church St. Burlington VT_____
Name of Complainant _Chad Tyler_____ Contact Info chad@tylerplace.com
802-752-7426

Date of alleged violation : Continuously over the last 6 years. Most recently this weekend 4/10, 4/11 and 4/12 2026.

COMPLAINT

Now comes _Chad Tyler_____, Affiant and after being duly sworn on oath, deposes and says:

__Red Square places a speaker outside at full volume as a way to attract customers at night. The music is techno party music with a driving bass beat. The sound bounces off the buildings across the street and reverberates throughout the neighborhood. The noise usually starts around 10 pm and runs until they close at 2 am. Typically on Thursday, Friday and Saturday nights. From what I have found, the manager is Alex Flamini and the owner of the property, Cormac Walsh, lives in Florida. Word on the street is that Alex knows exactly what he's doing and is actively thumbing his nose to the City and the Marketplace. I have seen complaints about this issue on city comment pages going back to 2020. I even spoke a number of years ago with Kara Alnasrawi, the Director at the time, who was perfectly aware of the situation but said they couldn't enforce their own regulations because none of the staff were awake at that hour! Take a look at the music regulation below. It is beyond comprehension that a lone saxophone player has to mute his horn but a nightclub can crank out fully amplified music at all hours of the night.

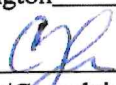
I have been down personally twice. Once last year when I spoke with the bouncers out front. Their response was that I shouldn't be trying to "affect their business". However, in clear admission of what they are doing, they later moved the speaker off of Church St. and into the alley, with no difference in the noise level. I don't see how their business takes precedent over the business I have to run the next day after getting no sleep. To say nothing of the army of contractors and builders who put down their tools from 10pm to 7am to comply with the city (see the language below). Many of them I know personally and they would love to work later or start earlier to finish projects on time. But they don't. I went down again this year to take the video. The bouncer out front clearly couldn't even hear me when I asked about the speaker. More distressing was the presence of two police officers standing nearby having a nice chat with the bouncers at RiRa. They were all under the speaker that RiRa has now installed to compete with Red Square that was pumping out its own Irish music! When I asked them why they weren't enforcing the city's sound ordinances or the Marketplace's regulations they assured me that they would talk to their Chief but made no move to confront either Red Square or RiRa (who's bouncers had suddenly disappeared at this point). They also suggested I file a complaint on line. Which I tried. Of course, if you take a look at the BPD's webpage there are 16 accepted "Incidences" you can file a report on and a noise complaint is not one of them.

I don't think I (or the many neighbors I have talked to) am asking for much. Simply remove the outdoor speakers. The noise ends if it is kept inside (for example, you could never hear the live bands at Nectors because the bands were indoors). No business should be able to amplify music in a public space, especially in the middle of the night (unless they have permission for a specific event). Where does this end if it isn't enforced? Why can't I blast Mariachi music at 2am to attract partiers to my street side taco trailer on their way home?

This has all been gone over before, that is why the Regulations and Ordinances were created. It just seems completely unfair and a sign of failure for any community to painstakingly create guidelines for everyone's benefit and then ignore them. This is a "broken window" issue that addresses quality of life for our residents.

I have taken an hour out of my busy morning to write this and along with all the late nights and research and followup I'm getting tired and a bit annoyed. I have nothing but the greatest respect for our city officials. You all amaze me at the mountain you have elected to climb for our benefit. But it seems that the squeaky wheel (or the loudest speaker) gets the grease and if this truly cannot be resolved by personal complaints then our neighborhood may look into other avenues for relief.

Dated this 15th day of April, 2026 at Burlington, Vermont.



Affiant/Complainant

Subscribed and sworn before me at Burlington, Vermont 15th day of April, 2026.