CITY OF BURLINGTON, VT

PERMIT

DATE: 4-08-2023 (Saturday) TIME: 0900-1400 LOCATION: Starts at Airport Park in Colchester. The first 4.5 miles are on Colchester streets. At mile 4.5 runners move onto the bike path, through mile 11.5 (Austin Dr). Miles 11.5-12.5 are on Austin Dr and a loop of South Cove, followed by a return to the bike path through Oakledge Park and finishing on Flynn Ave near Lake Forest Drive.

EVENT: Half Marathon Road Race

'23 APR 5 PM 10:53

ORGANIZATION: RunVermont, Inc.

COORDINATOR: Joseph Connelly 863-8412

PERMIT ISSUED BY **POLICE** DEPARTMENT DATE: 03-09-2023 TIME: 0800 hours

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael A Henry #301

Lieutenant Mike Henry

ADDITIONAL INFORMATION:

- ✓ Group will provide NLT 30 (easily identifiable) volunteers to assist with traffic control as needed.
- ✓ Proper signage will be posted regarding no parking, etc.
- ✓ Expecting 900 runners. Parking for event will be primarily downtown.
- ✓ BPD Officer will be hired to close Oak Beach Drive @ Flynn Ave. Another officer will be at Austin Drive @ Oakledge. A third officer will be hired to assist with traffic, parking and other event related issues.
- ✓ Race will not begin until all officers and traffic volunteers are in place.
- ✓ Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- ✓ Group is responsible for any and all clean-up of debris
- ✓ Permission must be granted though Parks & Recreation for Waterfront Park and the bike path.
- ✓ Two million dollar insurance policy.
- ✓ Participants will comply with all local, State, and Federal laws.

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

SIGNATURE: Joe Connelly DATE: 3/25/23 PHONE: 802-863-8412

ADDRESS: RUNVERMONT, 1 MAIN ST SUITE 304, BURLINGTON

Copies to:
Permit Group

Application
DLL - Application - 24201

Approve | Reject | Applicant Action Required | Town Payment Received | Download

APPLICATION DETAILS | RELATED INFORMATION

Application Information

DLL - Application Id
DLL - Application - 24201

External Status
Application sent to municipality

Business Entity Name
802APOTH LLC

Town Clerk/ Municipal Jurisdiction
Burlington

Phone number:

Historical Id
TOBC

Applicant Email
true802canna@gmail.com (mailto:true802canna@gmail.com)

Application Type
License

Renewal Application

Application For
Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

License/Permit Location Description

Eligibility of Tobacco Fee waiver
No

Town Fee
0

Business Entity Phone
8025401420

Location Details

Physical Location Name
True-802 Cannabis

Physical Location City/Town
Burlington

Physical Location Street 1
132 Church Street

Physical Location State
Vermont

Physical Location Street 2/Unit/Suite

Physical Location Zip
05401

Created By

Scot Sweeney (/DLLLicenseManagment/s/profile/0058z000000zLAuAAM), 4/4/2023 11:55 AM

Post Question Poll

Share an update... Share

Search this feed...

Collaborate here!

Here's where you start talking with your colleagues about this record.

Contact Violations

Violation Id	First Name	Last Name	Contact Role	Offense	Date of Offense	Court/Traff

There are no contact violations found

Application Documents

Name	Document Type	Assosicated With	
D-05242 (https://dllportal.my.vermont.gov/DLL...	Articles of Organization	802APOTH LLC	View
D-05330 (https://dllportal.my.vermont.gov/DLL...	Federal Employee Identification #	802APOTH LLC	View
D-05329 (https://dllportal.my.vermont.gov/DLL...	Articles of Organization	802APOTH LLC	View

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: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: April 12, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Silver Maple Construction – 381 South Union Street – Encumbrance Permit Application

Request

The applicant, Silver Maple Construction, is requesting approval for a License Agreement for an Encumbrance between the City and Silver Maple Construction for use of the public right-of-way located on the West side of South Union Street directly across the from the intersection of South Union Street and Cliff Street.

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

The Department of Public Works received an encumbrance permit application from Silver Maple Construction on March 2nd 2023, requesting the use of two on street public parking stalls adjacent to the building at 381 South Union Street. The requested occupation is for construction vehicle parking to accomadate work occuring to the existing residential dwelling as approved by Zoning Permit ZP 23-37.

The project and related obstruction is expected to begin in April 2023 and conclude by September 29th, 2023. During this time, two on street public parking space directly in front of the building will be restricted for use from 7am-5pm, Monday-Friday. The spaces will be available for public use outside of the designated working hours and on weekends.

The area of the public right-of-way occupied will be 320 square feet, billed at the encumbrance rate of $1/sq. ft. The parking spaces will be posted for no parking with city issued signs indicated the hours of no parking.

Recommendation

The Department of Public Works is supportive of entering into a License Agreement between the Applicant and the City with the above-mentioned conditions in place.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachments

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

Motions:

License Committee:

> "To approve and recommend that the City Council approve the Encumbrance Application for 381 South Union Street requesting use of the public right-of-way for construction related parking as detailed in Attachment A, 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 381 South Union Street requesting use of the public right-of-way for construction related parking as detailed in Attachment A, 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."

CONSTRUCTION ENCUMBRANCE PERMIT AND LICENSE AGREEMENT
Silver Maple Construction LLC
50 River Road, New Haven VT

This Long-term Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont ("City"), and Silver Maple Construction LLC, a domestic limited liability company with its principle place of business at 50 River Road, New Haven, Vermont 05472 ("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 the property located at 381 South Union Street. Licensee has submitted a construction encumbrance application requesting the occupation of City right-of-way on South Union Street with the obstruction of two on street parking stalls. According to Licensee's application, it will cover a 320 square foot area of the dedicated public parking stall in the street, and occupy two parking spaces.

D. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. EFFECTIVE DATE AND TERM

A. Effective Date. Once executed by both parties, this Agreement shall be valid and enforceable ("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.

B. Term. This Agreement shall commence on the Effective Date and expire on September 29, 2023.

C. Termination. This Agreement may be terminated as set forth in this **§2.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 7 days written notice in advance of the termination date.

3. 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 street and sidewalk rights-of-way on the West side of South Union Street directly across from the intersection of Cliff and South Union Streets.

E. "Property" means the residential building lot located at 381 South Union Street in Burlington, Vermont, inclusive of the parking obstruction that is the subject of this Agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to obstruct two public on street parking spaces from 7am-5pm, Monday-Friday, with construction related vehicles adjacent to 381 South Union Street, on the West side of South Union directly across from Cliff Street, covering an area of 320 sq. ft., for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the occupied portion of the street 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 ("DPW") and attached hereto as Attachment C.

5. 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 if DPW determines that the public safety, health, or welfare requires 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. Licensee shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris, but shall also take all additional reasonable activities requested by DPW to control such dust, dirt and debris. All costs of these control activities shall be the responsibility of Licensee.

C. Licensee shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site on the Property.

D. Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises and shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup, if any toxic or

hazardous waste materials or contaminants are found on the Premises in connection with Licensee's construction activities or use of the Premises.

E. Licensee shall be responsible for removing, hauling and properly disposing of any accumulated snow or ice on the Premises or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods. All costs of this snow and ice removal shall be the responsibility of Licensee.

6. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City encumbrance fees as provided by City ordinance and as further described in Attachment A.

B. Initial License Fee. 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 September 29, 2023.

7. INSURANCE

A. Requirement. Licensee shall maintain, throughout the term of this Agreement and any subsequent extension or renewals, comprehensive public liability insurance with an A- or better-rated insurance carrier 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.

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. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 30 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

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

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, 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, 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. 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 immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee

shall immediately 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 clams 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 Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

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

10. PUBLIC RELATIONS:

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

11. PERMITS

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

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK:

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

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 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 60 day period. Failure to comply with this **§14** shall constitute a discontinued use under **§2.C.i** of this Agreement.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

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

20. 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.

The Parties hereto have executed this Agreement

LICENSEE
Cooper Smith-Stackhouse
Silver Maple Construction LLC

By: _____
Cooper Smith-Stackhouse

Date: _____

CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____

EX-A

City of Burlington, VT

03/23/2023

REN-23-3

ROW Encumbrance Permit

Status: Active **Date Created:** Mar 2, 2023

Applicant

Cooper Smith-Stackhouse
cooper@silvermapleconstruction.com
227 Pond Lane
Middlebury, VT 05753
(802) 363-0916

Right-of-Way Encumbrance Application

Type of Encumbrance Requested

Long-Term Encumbrance (More than 60 Days)

Encumbrance Description

Two parking spaces along the street directly in front of the house.

Location of Encumbrance

381 South Union St

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

Encumbrance Start Date

04/04/2023

Encumbrance End Date

09/29/2023

Area Encumbered (Square Feet)

320

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Silver Maple Construction

DATE: 4/4/2023

COMPANY NAME: Silver Maple Construction LLC

PHONE: 802-363-0916

CONTACT NAME: Cooper Smith-Stackhouse

EMAIL: cooper@silvermapleconstruction.com

MAILING ADDRESS: 50 River Road, New Haven VT 05472

LOCATION OF ENCUMBRANCE: 381 South Union Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

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

   YES [ ] NO [X]

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

   YES [X] NO [ ]

3. Additional Comments: Parking for construction related vehicle in front of property in on street parking stall, M-F 7am-5pm

4. Has this business remained in compliance to date (RENEWALS ONLY)?

   YES [ ] NO [ ]

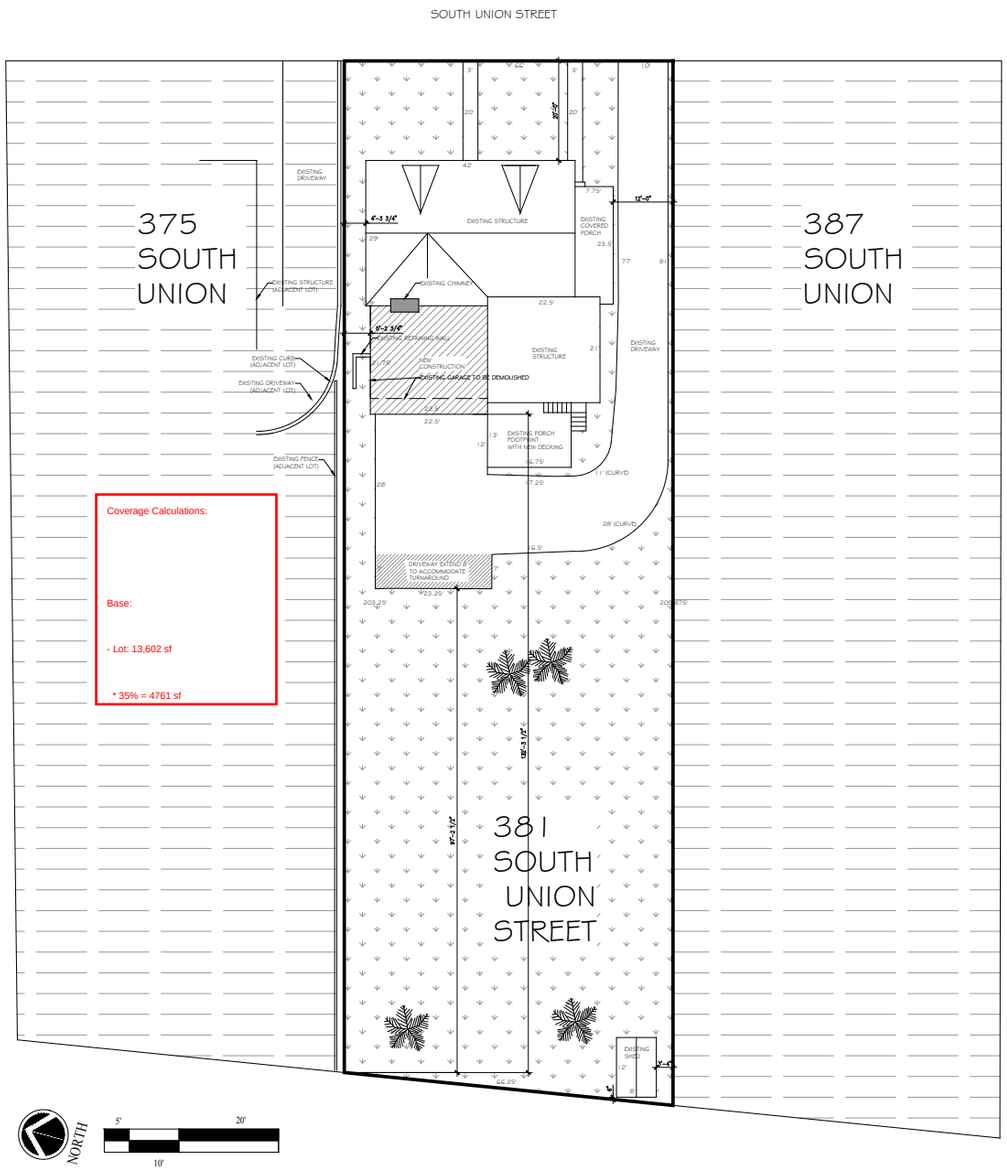
5. Describe the encumbrance, including square footage and location of items: Parking on South side of South Union St at #381. 320 Sq. Ft.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes [X] No [ ] If no, reason:

Signature: Caleb Manna Date: 4/4/2023

EX-C



TIMELESS DESIGNS, LLC
9 DODGE ROAD
WOLCOTT, VT 05680
802.793.8061

Silver Maple LLC Construction
Fine Home Building and Expert Renovations
50 River Road
Newhaven, VT 05472

THESE DRAWINGS AND THE INFORMATION THEY CONTAIN AND CONVEY BOTH WRITTEN AND GRAPHIC, IN WHOLE OR IN PART, ARE AND SHALL REMAIN THE PROPERTY OF TIMELESS DESIGNS, LLC. ARE PROTECTED UNDER FEDERAL COPYRIGHT LAW AND SHALL BE USED ONLY ONCE FOR THE CONSTRUCTION OF THE PROJECT. THESE DRAWINGS SHOWN HEREIN ARE NOT TO BE USED, REPRODUCED, DISCLOSED, SOLD, PUBLICATED OR OTHER USE BY ANY PERSONS, ENTITY, FIRM, OR CORPORATION WITHOUT THE EXPRESS PERMISSION OF TIMELESS DESIGNS, LLC IS AN INFRINGEMENT OF COPYRIGHT AS DEFINED BY APPLICABLE LAWS AND STATUTES AND IS ILLEGAL. THESE DRAWINGS ARE NOT TO BE ALTERED OR ADJUSTED IN ANY WAY FOR ANY PURPOSE UNLESS AUTHORIZED IN ANY FORM FOR ANY PURPOSE REFER TO WRITTEN DIMENSIONS ONLY. THE OWNER AND/OR CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED CONDITIONS, MEASUREMENTS, AND CONDITIONS PRIOR TO THE PERFORMANCE OR EXECUTION OF ANY WORK RELATED TO THIS PROJECT. THE OWNER AND/OR CONTRACTOR SHALL COORDINATE AND VERIFY ALL INFORMATION IN THESE DRAWINGS BEFORE AND IMPLIED, WITH ALL RELATED WORK BY OTHERS PRIOR TO THE PERFORMANCE OR EXECUTION OF ANY PORTION OF ANY WORK RELATED TO THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF TIMELESS DESIGNS, LLC.

LANE/CARVELLI RESIDENCE
BURLINGTON, VERMONT

DRAWING TITLE
SITE PLAN

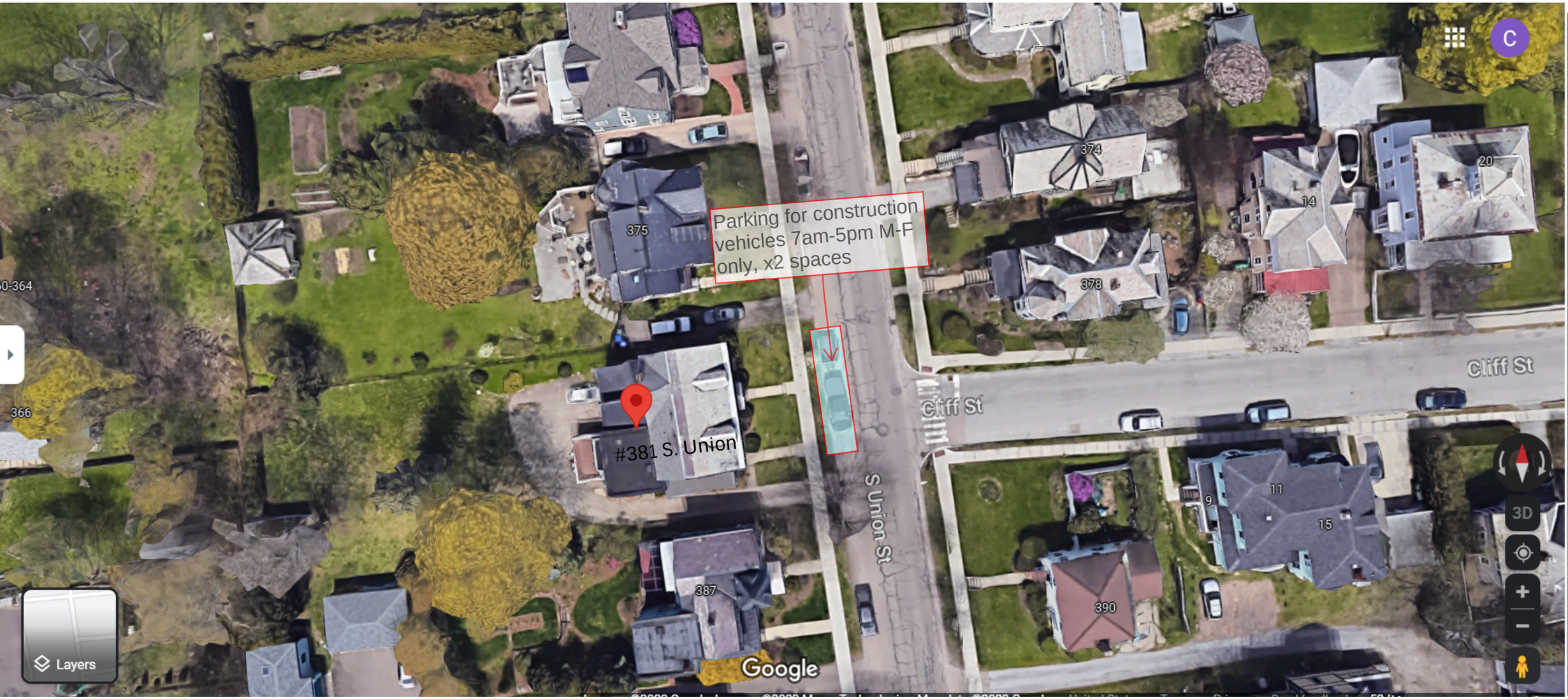
PHASE
CONSTRUCTION DOCUMENTS

DATE
FEBRUARY 23, 2023

SHEET NUMBER
C100

© TIMELESS DESIGNS, LLC

EX-C1


Parking for construction vehicles 7am-5pm M-F only, x2 spaces
#381 S. Union
S Union St
Cliff St
Cliff St
375
374
378
20
14
387
390
11
9
15
366
Layers
3D
Google

SILVMAP-02 JROCKEFELLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2023

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	CONTACT NAME:	
Hickok & Boardman Insurance Group 346 Shelburne Rd Burlington, VT 05401 EX-D	PHONE (A/C, No, Ext): (802) 658-3500	FAX (A/C, No): (802) 658-0541
	E-MAIL ADDRESS: e-doc@hbinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co. of America	12572
INSURER B : Selective Insurance Co. of South Carolina	19259
INSURER C : Hiscox Insurance Company	10200
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Silver Maple Construction, LLC
46 River Road
New Haven, VT 05472

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			S 2516131	7/9/2022	7/9/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG VT Pollution	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			S 2516131	7/9/2022	7/9/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			S 2516131	7/9/2022	7/9/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9098885	7/9/2022	7/9/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE4843098.21	7/9/2022	7/9/2023	Retention $10,000	1,000,000

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

States covered under Workers' Compensation section 3.A include VT, NY.

Additional insured status applies to City of Burlington on a primary non-contributory basis for ongoing and completed operations under General Liability per terms and conditions of attached forms.

CERTIFICATE HOLDER

City of Burlington
Burlington Public Works, Encumbrance Application Dept
645 Pine St
Burlington, VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: April 12, 2023

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Center Street – Daily Planet – Encumbrance Permit Request

Request

The Applicant, owner of the establishment located at 15 Center Street known as The Daily Planet, is requesting approval for an outdoor seating area to exist in the public right-of-way. The request, if approved, will formally allow a parklet structure to be used as a seating area for the establishment and the public, through a License Agreement with the City. In 2022, the License Committee approved Daily Planets request for a one-year term. The applicant is requesting to continue using the parklet seating area on Center Street for the upcoming 2023 season.

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

Planet Enterprises LLC, d/b/a Daily Planet, submitted an encumbrance application to the Department of Public Works on March 10th 2023, requesting to occupy 344 square feet of public right-of-way space on Center Street, adjacent to their establishment.

Center Street is unique in the sense that public parking is located on the opposite (eastern) side of the street from the establishment, with no available parking directly in front of the business. Under the Department of Public Works Street Seat and Parklet Program Guide, parklets should to be located in the street frontage zone directly in front of the establishment. The reason for this is to eliminate staff and restaurant patrons crossing public streets mid-block to access the establishment.

In order to facilitate the request, and comply with Street Seating and Parklet Standards, a vehicle travel lane shift is needed on the northern half of Center Street, with the removal of approximately (5) on street metered parking stalls. Vehicular travel will be diverted through the parking stall lane

via a traffic cone taper around the parklet, which will be located on the West side of Center Street. There are currently (14) metered parking spaces and a vehicle loading zone on Center Street.

A minimum of 14' travel lanes shall be maintained at all times for emergency access.

The built-deck structure will be used for outdoor dining by business patrons during normal business hours beginning at 4pm daily. During times when the establishment is closed, the amenity will be publicly available.

Applicant will be responsible for any maintenance or repairs and any other conditions under the License Agreement.

Recommendation

The Department of Public Works acknowledges the proposal as described creates a seating area that is compliant under the Street Seats and Parklet Program Guide. The guide requires approval from the Public Works Director whenever more than 30% of parking is obstructed per city block. This proposal has received support from DPW Director Chapin Spencer for obstruction of more than 30% of Center Street parking stalls.

DPW would also like to acknowledge that the applicant has previously applied for and successfully managed this seating area for the past three years. Starting under the emergency authorization ordinance, "Making Space for Retail and Recovery" (initiated by the City as a response to the Covid-19 pandemic in 2020) and through the transition of this program to the current Street Seat and Parklet Guide 2023 edition.

Thank you for consideration of this request. Please do not hesitate to contact me directly at CManna@burlingtonvt.gov, or 802-865-7562.

Attachment

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

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for Daily Planet requesting use of the public right-of-way for an outdoor seating structure as detailed in Attachment A, 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 Daily Planet requesting use of the public right-of-way for an outdoor seating structure as detailed in Attachment A, 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
Planet Enterprises LLC
15 Center Street, Burlington VT

This Long-term Encumbrance Permit and License Agreement ("Agreement") is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont ("City"), and Planet Enterprises LLC, d/b/a Daily Planet, a Domestic Limited Liability Company located at 15 Center Street, Burlington, Vermont ("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 15 Center Street. The Licensee is seeking approval to install an outdoor seating area in the street, directly adjacent to the premise. In order to accommodate this request, five-metered parking stalls on the opposite site of the street will need to be removed and utilized for a traffic-lane shift to divert traffic around the outdoor seating area.

D. Purpose. This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. 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.

Term. This Agreement shall commence on the Effective Date and expire on April 30, 2024.

B. Termination. This Agreement may be terminated as set forth in this **§2.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 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 streetscape layout and associated metered parking stalls adjacent to the property.

3. 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, parking meter fees, 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 street directly in front of 15 Center Street.

E. "Property" means the outdoor seating structure that is the subject of this Agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to install an outdoor seating area for dining purposes and public use, in the traveled portion of the public right-of-way directly adjacent to the establishment located at 15 Center Street, totaling an area of 352 square feet for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the outdoor seating area 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. Maintenance. Licensee shall maintain the outdoor seating to the satisfaction of the City, which includes maintaining it in a safe, proper, and working condition. Licensee shall be solely responsible for all costs associated with maintenance, upkeep, and repair of the outdoor seating amenity.

B. Public Use. Licensee shall make such outdoor seating area on the Premises, as further detailed in Attachment B, available, safe, and usable for general public use during such times during the Term when Licensee is not open for business and/or not utilizing said outdoor seating area in furtherance of business operations. Licensee shall be responsible for necessary signage and communication to the public-at-large regarding availability for use of the area.

C. Placement. The featured seating shall be placed and maintained in accordance with all conditions set by the Department of Public Works in the approved plan (Attachment B) and shall not impede the City's or any other private or public utilities' ability to maintain the road, sidewalk, parking meters, greenbelt, utility infrastructure, or any other City or private property. The amenity shall not cause an obstruction or inconvenience to members of the public accessing the road, sidewalk, parking meters, greenbelt or any other City or private property.

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

E. Term. Outdoor seating areas shall be removed from the public right of way by October 15, 2024.

F. Emergency Access. In the event of an emergency relating to municipal operations, the City shall have the authority to remove or relocate the amenity to access any public infrastructure deemed necessary. License shall be solely responsible for all cost associated with relocation of seating area, and returning the structure the approved location in this agreement.

6. PAYMENT FOR LICENSE

A. License Fee. Licensee shall pay the City an encumbrance fee, which includes parking meter fees for those now-existing metered parking spaces on the opposite side of the street from the requested encumbrance, which must be converted to encompass travelled portion of the right of way to accommodate a required lane-shift for traffic to be diverted around the encumbrance, as further described in Attachment A.

B. Initial License Fee. By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee, and parking meter fees for the period beginning on date of execution and ending April 30, 2024.

7. INSURANCE

A. Requirement. Licensee shall maintain throughout the term of this Agreement, and any subsequent extension or renewals, comprehensive public liability insurance with an A or better rated insurance carrier, 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.

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. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.

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

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, 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, 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. 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 immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately 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 clams to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs, of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

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

10. PUBLIC RELATIONS

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

11. PERMITS

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

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK

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

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 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 60 day period. Failure to comply with this **§14** shall constitute a discontinued use under **§2.C.i** of this Agreement.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

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

20. 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.

The Parties hereto have executed this Agreement

LICENSEE
Planet Enterprises LLC
15 Center Street, Burlington VT

By: _____
Rachel Solis

Date: _____

CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____

EX-A

City of Burlington, VT

04/04/2023

REN-22-56

ROW Encumbrance Permit

Status: Active

Date Created: Mar 10, 2023

Applicant

Rachel Solis
planetsvt@gmail.com
15 Center Street
Burlington, VT 05401
8023493395

Primary Location

13-15 Center Street
Burlington, VT 05401

Owner:

BROADWAY ENTERPRISES LLC
70 MAIN ST MONTPELIER, VT 05602

Right-of-Way Encumbrance Application

Type of Encumbrance Requested
Seating / Sign / Structure / Amenity Encumbrance

Renewal ?
Yes

Encumbrance Description
Outside Seating

Location of Encumbrance
15 Center Street

Encumbrance Term (Years)
1

Encumbrance Start Date
04/10/2022

Encumbrance End Date
10/15/2022

Area Encumbered (Square Feet)
344

Number of Tables
9

Number of Chairs
30

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: Daily Planet

DATE: 4/4/2023

COMPANY NAME: Planet Enterprises LLC

PHONE: 802-349-3395

CONTACT NAME: Rachel Solis

EMAIL: planetsvt@gmail.com

MAILING ADDRESS: 15 Center Street, Burlington VT 05401

LOCATION OF ENCUMBRANCE: 15 Center Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

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

   YES [ ] NO [X]

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

   YES [X] NO [ ]

3. Additional Comments: Parklet located on Center St. Lane shift around structure through metered parking stall

4. Has this business remained in compliance to date (RENEWALS ONLY)?

   YES [ ] NO [ ]

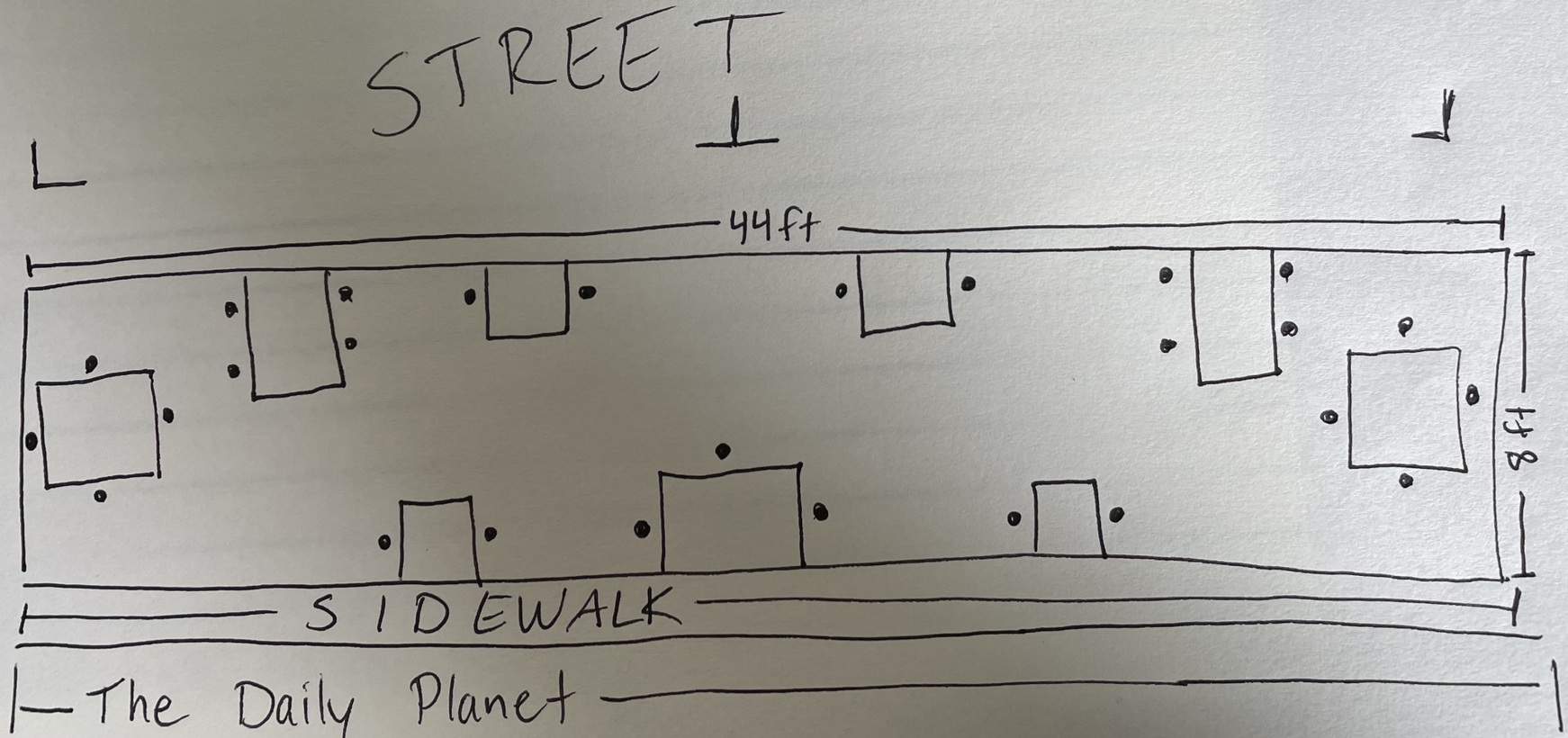
5. Describe the encumbrance, including square footage and location of items: Parklet on West side of Center Street. 352 Sq. Ft.

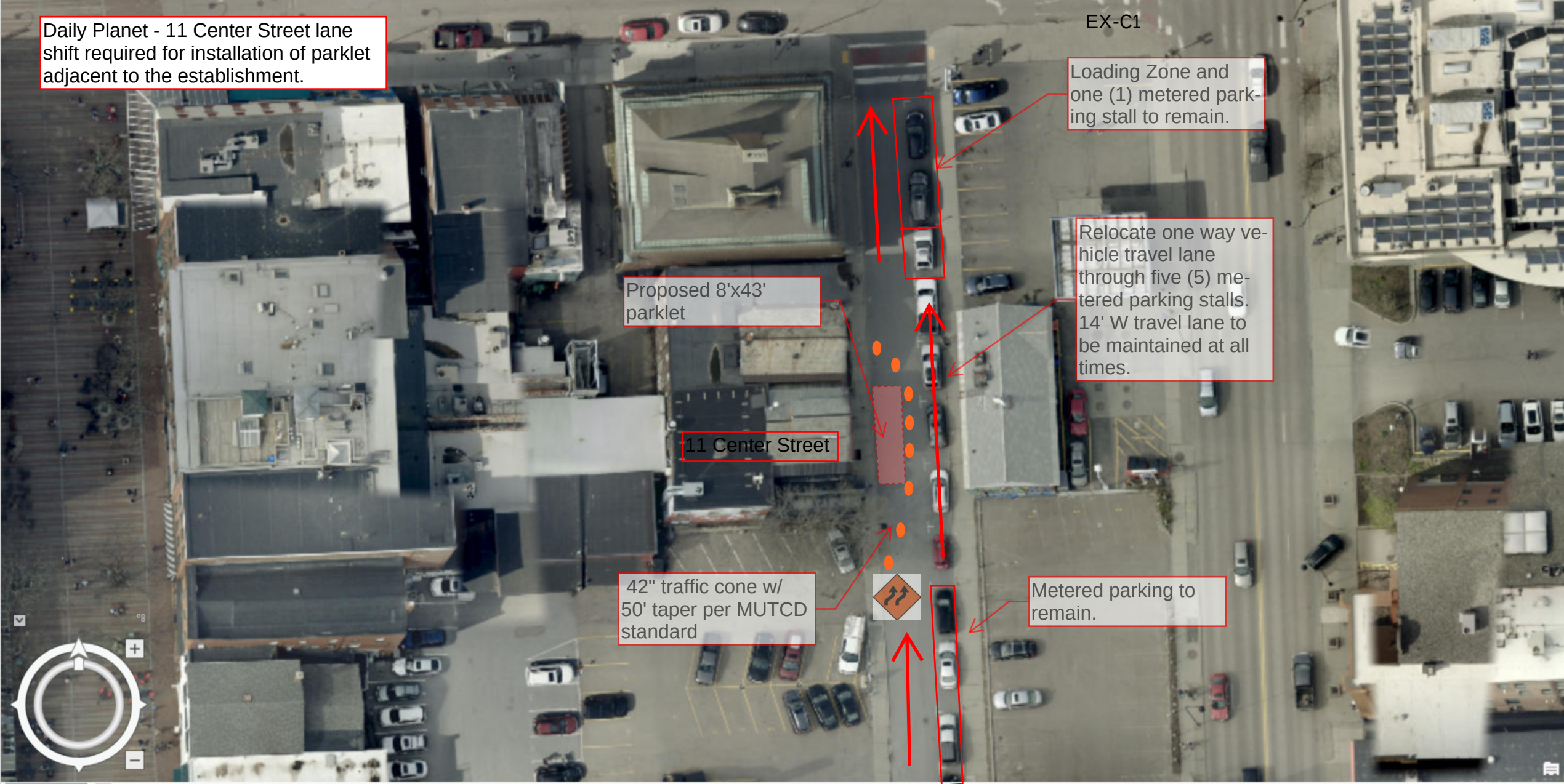
BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes [X] No [ ] If no, reason:

Signature: Caleb Manna Date: 4/4/2023

*Please note NOT to scale




Daily Planet - 11 Center Street lane shift required for installation of parklet adjacent to the establishment.
EX-C1
Loading Zone and one (1) metered parking stall to remain.
Relocate one way vehicle travel lane through five (5) metered parking stalls. 14' W travel lane to be maintained at all times.
Proposed 8'x43' parklet
11 Center Street
42" traffic cone w/ 50' taper per MUTCD standard
Metered parking to remain.

PLANENT-01 NBERGERON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2023

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	CONTACT NAME:	
Cheeseman Insurance Inc. dba Cheeseman Insurance Group 84 Pine St, Suite 602 Burlington, VT 05401	PHONE (A/C, No, Ext): (802) 861-4800	FAX (A/C, No): (802) 861-4801
	E-MAIL ADDRESS: info@cheesemaninsurance.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : AmTrust North America	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Planet Enterprises LLC
15 Center ST
Burlington, VT 05401

EX-D

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		BKS60867464	1/22/2023	1/22/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X 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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		QWC1253827	1/22/2023	1/22/2024	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability			BKS60867464	1/22/2023	1/22/2024	$1,000,000 each,aggr	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Burlington Public Works is named as Additional Insured in regards to General Liability as per written contract.

CERTIFICATE HOLDER

City of Burlington Public Works Encumbrance Application
Dept
645 Pine ST
Burlington, VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Entertainment License · Add to a project

Expiration Date Active

CTE-23-5

Details
Submitted on Mar 21, 2023 at 11:13 am

Attachments
0 files

Activity Feed
Latest activity on Apr 7, 2023

Indoor EP - NEW -
Halvarsons Upstreet Cafe

Applicant
Tim Halvorson

0

Location
12-18 Church Street, Burlington, VT 05401

Timeline Wednesday - Saturday 6:30pm - 10:00pm Wed/Thurs Add New

check number 16632 in the amount of $200: indoor EP and outdoor EP renewal
Paid Apr 7, 2023 at 11:33 am

Entertainment License Fee Payment
Paid Apr 7, 2023 at 11:34 am

Fri/Sat
6:30pm - 11:00pm
12:00pm - 11:00pm

Mar 21

City Council Approval
In Progress

Apr 07

Standard Entertainment Conditions 2022-2023 Permit Year
Document

Establishment Information

Entry of all information with an asterisk * is required.

Establishment Name (DBA) *

Halvorson's Upstreet Cafe

Establishment Street Address *
16 Church Street

Establishment City, State Zip *
Burlington, VT, 05401

Establishment Phone *
8026580278

Establishment Owner (Legal Name) *
Timothy Halvorson

Legal Owner Mailing Street Address *
10 Church Street

Legal Owner Mailing City, State Zip *
Burlington, VT, 05401

Contact Person Name *
Timothy Halvorson

Contact Email Address *
ebstrongs@gmail.com

Contact Phone *
802-238-5410

Application Information

Entry of all information with an asterisk * is required.

License for Indoor or Outdoor or Both *
Indoor & Outdoor

Occupant Load *

146

Number of Restrooms *

2

Number of Egresses *

3

Date of Last Fire Safety Inspection *

03/01/2023

Dancing by Patrons *

Yes

Amplified Music *

Yes

Indoor entertainment Types; Check all that Apply

Indoor Entertainment Types

Live Instrumental Music

☑

Live Vocal Music

☑

Jukebox / Boom Box / Ipad

☐

Disc Jockey

☐

Karaoke

☐

Floor/Stage Show Entertainment

☐

Indoor Entertainment Proposed Days; Check all that Apply

Indoor Entertainment Days

Sunday
☐

Monday
☐

Tuesday
☐

Wednesday
☑

Thursday
☑

Friday
☑

Saturday
☑

Indoor Entertainment Hours

Indoor Entertainment Hours

Please select proposed daily start and end times for entertainment. If a Day is not shown, check the corresponding Day for Entertainment box above.

Wednesday Start Time *
6:30 PM

Wednesday End Time *
10:00 PM

Thursday Start Time *
6:30 PM

Thursday End Time *
10:00 PM

Friday Start Time *
6:30 PM

Friday End Time *
11:00 PM

Saturday Start Time *
12:00 Noon

Saturday End Time *
11:00 PM

Outdoor entertainment Types; Check all that Apply

Outdoor Entertainment Types

Live Instrumental Music
☑

Live Vocal Music
☑

Jukebox / Boom Box / Ipod
☐

Disc Jockey
☑

Entertainment License · Add to a project

Expiration Date Active

CTE-22-40 Renewal

Details
Submitted on Feb 22, 2023 at 2:20 pm

Attachments
0 files

Outdoor Ent Renewal

Activity Feed
Latest activity on Apr 12, 2023

Applicant
Sean Beauvais

Orlando's Bar and Lounge 0

Location
1 Lawson Lane Unit Unit 1, Burlington, VT 05401

Timeline

Add New

Entertainment Fee Payment
Paid Feb 22, 2023 at 2:21 pm

Fire Marshal Review
Completed Feb 22, 2023 at 2:26 pm

City Council Approval
In Progress

Outdoor Entertainment License Issuance
Document

Establishment Information

Entry of all information with an asterisk * is required.

Establishment Name (DBA) *

Orlando's Bar & Lounge

Establishment Street Address *
1 Lawson Lane ste 10

Establishment City, State Zip *
Burlington, VT 05401

Establishment Phone *
802-540-0033

Establishment Owner (Legal Name) *
BDM Enterprises LLC

Legal Owner Mailing Street Address *
1 Lawson Lane ste 10

Legal Owner Mailing City, State Zip *
Burlington, VT 05401

Contact Person Name *
Sean Beauvais

Contact Email Address *
scbeauvais@gmail.com

Contact Phone *
802-881-5045

Application Information

Entry of all information with an asterisk * is required.

License for Indoor or Outdoor or Both *
Outdoor

Occupant Load *

160

Number of Restrooms *
2

Number of Egresses *
4

Date of Last Fire Safety Inspection *
03/02/2022

Dancing by Patrons *
No

Amplified Music *
Yes

Outdoor Entertainment Proposed Days; Check all that Apply

Outdoor Entertainment Days

Sunday
☑

Monday
☑

Tuesday
☑

Wednesday
☑

Thursday
☑

Friday

☑

Saturday

☑

Outdoor Entertainment Hours

Outdoor Entertainment Hours

Please select proposed daily start and end times for entertainment. If a Day is not shown, check the corresponding Day for Entertainment box above.

Sunday Start Time *

11:00 AM

Sunday End Time *

10:30 PM

Monday Start Time *

4:00 PM

Monday End Time *

10:30 PM

Tuesday Start Time *

4:00 PM

Tuesday End Time *

10:30 PM

Wednesday Start Time *

4:00 PM

Wednesday End Time *

10:30 PM

Thursday Start Time *

4:00 PM

Thursday End Time *

10:30 PM

Friday Start Time *

4:00 PM

Friday End Time *

11:00 PM

Saturday Start Time *

11:00 AM

Saturday End Time *

11:00 PM

VT Division of Liquor Control Licenses

Identify any of the State DLC Licenses below that are required for the Establishment.

First Class Liquor License *

Yes

Second Class Liquor License *

No

Third Class Liquor License *

Yes

Outside Consumption Permit *

Yes

Certification

I certify that this application has been examined by me, and is, to the best of my knowledge and belief, true, correct, and complete.

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

Sean C Beauvais
Feb 22, 2023

Entertainment License Effective Dates

All licenses are effective May 1 through April 30 of the following year.

License Start Date

License End Date

License Committee (LC)

The License Committee reviews New Applications only.

License Committee Decision Date

License Committee Recommendation

City Council (CC)

City Council Decision Date

City Council Decision

Permit Conditions Specific to the Applicant

Application
DLL - Application - 23980

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS RELATED INFORMATION

Application Information

DLL - Application Id
DLL - Application - 23980

External Status
Application sent to municipality

Business Entity Name
The Herb Closet, LLC

Town Clerk/ Municipal Jurisdiction
Burlington

Phone number:

Historical Id
TOBC

Applicant Email
theherbclosetvt@gmail.com (mailto:theherbclosetvt@gmail.com)

Application Type
License

Renewal Application

Application For
Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

License/Permit Location Description

Eligibility of Tobacco Fee waiver
No

Town Fee
0

Business Entity Phone
8023245483

Location Details

Physical Location Name
The Herb Closet, LLC

Physical Location City/Town
Burlington

Physical Location Street 1
196 Pearl Street

Physical Location State
Vermont

Physical Location Street 2/Unit/Suite

Physical Location Zip
05401

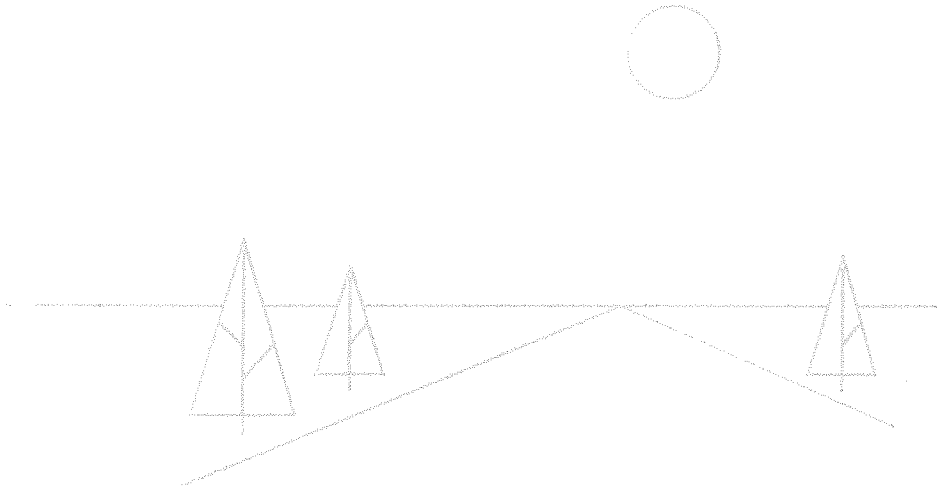
Created By

King McMillan (/DLLLicenseManagment/s/profile/0058z000000zsclAAA), 4/3/2023 11:39 AM

Post Question Poll

Share an update... Share

Search this feed...



Collaborate here!

Here's where you start talking with your colleagues about this record.

Contact Violations

Violation Id	First Name	Last Name	Contact Role	Offense	Date of Offense	Court/Traff

There are no contact violations found

Application Documents

Name	Document Type	Assosicated With	
D-05759 (https://dllportal.my.vermont.gov/DLL...	Sales and Use tax documents	The Herb Closet, LLC	View
D-05760 (https://dllportal.my.vermont.gov/DLL...	Operating Agreement	The Herb Closet, LLC	View
D-05761 (https://dllportal.my.vermont.gov/DLL...	Lease or proof of ownership	The Herb Closet, LLC	View
D-05762 (https://dllportal.my.vermont.gov/DLL...	Federal Employee Identification #	The Herb Closet, LLC	View
D-05776 (https://dllportal.my.vermont.gov/DLL...	Articles of Organization	The Herb Closet, LLC	View
D-05777 (https://dllportal.my.vermont.gov/DLL...	Certificate of Good Standing or equivalent	The Herb Closet, LLC	View

Application
DLL - Application - 25127

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS RELATED INFORMATION

Application Information

Primary Phone No

Primary Contact Person

DLL - Application Id
DLL - Application - 25127

Internal Status
Application sent to municipality

Business Entity Name
The Herb Closet, LLC

External Status
Application sent to municipality

Business Entity Phone
8023245483

Historical Id
TSEP

Foundational License

Application Type
Permit

Renewal Application

Application Category
Tobacco

Town User Approval/Rejection Comments

Application For
Tobacco Substitute Endorsement

Contact Engagement

Applicant Email
theherbclosetvt@gmail.com (mailto:theherbclosetvt@gmail.com)

Applicant Name:

Applicant Action Comments

License/Permit Location Description

Event Details

Start date of event

End date of event

Physical Location Street 1
196 Pearl Street

Physical Location Name
The Herb Closet, LLC

Physical Location Street 2/Unit/Suite

Physical Location State
Vermont

Town Clerk/ Municipal Jurisdiction
Burlington

Outside Side Consumption End time

Physical Location City/Town
Burlington

Outside Side Consumption Hours Requested

Landlord Name
Jacob Hinsdale

Business Location

Outside Side Consumption Start time

Approximate Number of Persons Expected:

Physical Location Zip
05401

Last Modified By
King McMillan (/DLLLicenseManagment/s/profile/0058z000000zsclAAA), 4/11/2023 10:22 AM

Location
LN-025989 (/DLLLicenseManagment/s/detail/a0A8z000003KzfKEAS)

Outside Side Consumption Days Requested

Describe the type of event/ OCP Area

Days or specific bingo date(s)

Created By
King McMillan (/DLLLicenseManagment/s/profile/0058z000000zsclAAA), 4/11/2023 10:22 AM

Post Question Poll

Share an update... Share

Search this feed...

'23 MAR 28 AM8:18

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

'23 MAR 28 AM8:18

DATE OF EVENT: **April 29, 2023** TIME: **10:00AM – 5:00PM**

LOCATION: **Route: Start at top of Church Street at First Unitarian Church, south on Church Street, west on Main Street, north on Battery Street, east on Pearl Street, finishing at the Church.**

EVENT: **Walk**

ORGANIZATION: **NAMI Vermont – National Alliance on Mental Illness**
COORDINATOR: **Cathy LaClair claclair@namivt.org**

PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE **March 20, 2023**
NAME OF DEPARTMENT REPRESENTATIVE: **Lieutenant Mike Henry**

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #321

ADDITIONAL INFORMATION/CONDITIONS:

- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- Any litter will be removed at the end of the event.
- Escort officers are required for this event: None, IF volunteers are confirmed.
- Other: 20+ Volunteers will monitor the participants involved in the walk. Volunteers will assist the participants in roadway crossings. Volunteers will wear reflective traffic vests. 100-300 participants are expected. If more than 250 walkers, BPD must be contracted to hire escort officers. Volunteers will sweep the route for remaining participants at the conclusion of the event.
- Other: Church Street Marketplace permit required.

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

SIGNATURE Catherine LaClair DATE 3/22/23 PHONE 802-309-2380

ADDRESS 600 Blair Park Road Suite 301 Williston, VT 05495

'23 MAR 27 PM12:51

PERMIT

Pursuant to City Ordinance 27-6

DATE of EVENT: **May 7, 2023** TIME: **7:00AM-4:00 PM**

LOCATION: Start at Battery Park, east on Pearl Street, South on Church Street to King Street, East to S. Union, North to Main Street, East to S. Willard, North to Buell Street, West to S. Winooski, North to North Street, West to Intervale Ave, North to Spring, West to Elmwood Ave, South to North Street, West to N. Champlain St, West onto Sherman St, and return to Battery Park. For those participating in the "short walk", they'll go North on S. Winooski Ave, West on Pearl Street and return directly to Battery Park.

EVENT: Other: COTS Walk

COORDINATORS: **Antonia Hinge antonia@standingollc.com**

PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE **3/24/2023**

SIGNATURE OF DEPARTMENT REPRESENTATIVE: #311

Lieutenant Anthony Brownell

ADDITIONAL INFORMATION/CONDITIONS

- Group expects approximately 1,500 people to participate.
- Announcement to be made to the entire group in advance of movement, detailing the route.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Group will use volunteers to assist participants getting into and out of the event.
- Participants will comply with all local, State, and Federal laws.
- Participants will arrange the availability of rest stops & will sweep the route for remaining participants at the end of the event and be responsible for clean up after the event.
- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- No alcohol shall be dispensed or consumed on public property.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- Escort officers are required for this event: Two Burlington Police Officers to be hired. One will remain with the employees collecting donations to provide deposit escort as needed. Second officer to assist participants crossing Battery to Pearl Street then provide assistance as needed to the 10 staff and 80 volunteers assisting participants crossing traffic lanes.
- Other: Group will notify, obtain and abide by all necessary permits/permission from Parks Department and Church Street Marketplace.

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

SIGNATURE [signature] DATE 3/24 PHONE 802 864 7402

ADDRESS 95 North Ave

Burlington VT 05402

Notes for Jonathan 3/24

Good news:

- Doc project and lunch
- Cross-team collaboration
- Great community engagement
- Strong Walk numbers

Follow up/Discussion:

- Main Street CDS
- ERAP...again
- Maternity leave
    - Plan for team attached
    - Connections to Antonia for Walk final steps
    - Team oversight?

'23 MAR 27 PM 12:52

Battery Park-COTS Walk Event Evacuation Plan

Evacuation Triggers:

- The decision to evacuate Battery Park will be made after severe inclement weather is observed as eminent within a 1 hour and 30 minute window **(CALL MADE BY 11:30 AM)**
    - Weather is monitored by event planner
    - If either imminent thunderstorms, wind gusts over 35 mph or sustained wind over 25 mph are observed, the site will be evacuated.
- COTS staff will determine if and when to evacuate the site.
- Announcements will be made from the entertainment stage.

Evacuation Protocol:

- If evacuation happens prior to the Walk, COTS staff and registration volunteers will be positioned along evacuation route to direct people to proceed to their cars. If the evacuation happens post Walk in Battery Park, COTS Staff and clean up volunteers will follow the same protocol.
- People with disabilities will be given preference to evacuate to the Community Room at the Police Station, with an overflow option of 95 North Ave.

Copies of the plan will be distributed to the Burlington Parks and Rec and Burlington Fire Department

Contact Persons on-site:

Antonia Hinge, Standing O, 802-238-6592

'23 MAR 27 PM12:52

'23 APR 5 AM 10:52

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATES OF EVENT: **FRIDAY MAY 19 – MONDAY MAY 22, 2023**

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

EVENT: **UVM COMMENCEMENT**

COORDINATOR/CONTACT INFO: **JASON LAWSON, UVM DEPUTY CHIEF, 802-656-3473**

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 3/28/2023

SIGNATURE OF DEPARTMENT REPRESENTATIVE: #267

Lieutenant

ADDITIONAL INFORMATION:

- Group is authorized to close the following roadways:
  * University Place between Main Street and Colchester Avenue (as of May 19th 0700)
  * South Prospect Street from College Street to south side of University Health Center driveway (as of May 19th 1900)
  * South Prospect Street from Colchester Ave to Main Street (Sunday May 21st 0500-1800)
  * College Street closed from South Prospect Street to South Williams Street (Sunday May 21st 0500-1800)
  *Main Street northern most westbound lane from University Heights Road to South Prospect Street (Sunday May 21st 0500-1800)
- Group shall open the street pursuant to a request from any Burlington Police Officer or Burlington Firefighter as it relates to a public safety response.
- Appropriate barricades will be in place and supervised at all times while in place, at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city and state ordinances.
- Any litter will be removed at the end of the event.
- Burlington Parking Department must be contacted regarding this planned street closure. Parking meters within street closure must be bagged and signs posted by 6:00PM the night before to be valid. Send email to: Postednoparking@burlingtonvt.gov – message must include who, when and where posted.

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

SIGNATURE [signature] DATE 3/31/2023 PHONE (802) 363-5016 [cell]

ADDRESS 284 East Ave Burlington, VT 05401

Copies to:

- Operations Deputy Chief
- Posted Uniformed Services
- City Attorney
- City Clerk
- Park's Department
- DPW
- Fire Department
- Other: No Parking Signs posted by 6:00 PM night before they are to be valid.

Send email to the following address Postednoparking@burlingtonvt.gov. This message must include, who posted, when posted, and streets posted. While this message goes to the parking office, it also goes to the City Attorney and is what they use to determine if the street was properly posted.

Burlington Police Department
Request for Special Events Permit

1. Name of Applicant/Organization: University of Vermont / University of Vermont Police Services
   Address of Applicant: 284 East Avenue Burlington, Vermont
   Applicant Telephone Number: Work: (802) 656-3473

2. Date and time event will begin? Friday May 19, 2023 / 07:00
   Date and time event will end? Monday May 22, 2023 / 16:00

3. Exact location of event (name of street, road, route and property owner): MULTIPLE SITES

   May 19, 2023 / 07:00 to May 22, 2023 / 16:00
   University Place closed between Colchester Avenue to Main Street

   May 19, 2023 / 19:00 to May 22, 2023 / 16:00
   South Prospect Street closed from College Street to University Health Center South Prospect entrance

   May 21, 2023 / 05:00 to 18:00
   South Prospect Street closed from Colchester Avenue to Main Street;
   College Street closed from South Prospect to South Williams Street;
   Main Street – Northern most lane westbound lane from University Heights Road to South Prospect Street.

4. Number of staff on site? 10-20(for traffic)/100+ for event as whole
   Number trained by Department of Liquor Control? n/a

5. Has the registered property owner or governmental agency, which controls the property, granted permission to hold an event on the property? Yes (A copy of said written approval must be attached to this application)

6. How many people are expected to attend? estimated 10,000 What is the price of admission? N/a
   Number of entertainers who will participate? N/a

7. What is the general nature or purpose of the event? (Church Fair, Concert etc.)
   University of Vermont 222nd Commencement Ceremonies

8. How will the event be advertised? Newspapers, periodicals, radio, flyers, television or handbills? (List names of media, dates the advertisement will appear and attach maps or other schematic of the proposed advertisement, if available.) Media Outlets, Social Media, Internet, Electric Billboard Signage

9. What arrangements have been made for emergency medical and/or fire service? (Attach a copy of the written agreement made with providing emergency services) Fire Code Capacity for site? UVM Police Services and UVM Rescue and Burlington Rescue either on scene or aware of event

11. What arrangements have been made for food, water and toilet facilities (if applicable)?
    N/a

12. What arrangements have been made to assure that litter, incidental to the event, will be cleaned up and disposed of? University of Vermont Facilities are on

13. If law enforcement officials will be hired for your event, please list-billing information.
Name: UVM Police Services [C/o Business Manager]

Address: 284 East Avenue Burlington, VT 05401
Telephone: (802) 656-3473

REMARKS: (Include on the back of this form any information you believe will be of assistance in evaluating this application – such as, have you conducted a similar event before, have other assemblies been conducted at the location where you plan to hold an event, what type of crowd do you anticipate attracting, has there been a history of problems. etc)

555
Signature of Applicant (or Authorized Agent)

3/28/2023
Date

Jay Lawson, Deputy Chief
UVM Police Services

2023-2024 Tobacco License Renewals
City Council License Committee Meeting, Wednesday, April 12, 2023

Tobacco:

J & M Grocery
Momo's Market
Walgreen's #19449
Walgreen's #19570

2023-2024 Indoor Entertainment Permit Renewals
City Council License Committee Meeting, Wednesday, April 12, 2023

Indoor:

American Flatbread Burlington Hearth
Bluebird Barbecue
Burlington Country Club – used to be noon-10pm, now 8am-10pm
Butter
Despacito
Drink
Elks BPOE Burlington Lodge 916
Finnigan's Pub
Flynn Center for Performing Arts
Foam Brewers & Deep City
Hilton Burlington
Hilton Garden Inn Burlington Downtown
JP'S Pub
Lincoln's
Olde Northender Pub
Orlando's Bar and Lounge
Queen City Brewery
Rasputin's
Red Square
Ri Ra, The Irish Pub
Simple Roots Brewing
Splash at the Boathouse
St. John's Club
Switchback Brewing Co. – used to be 11am-midnight, now 9am-midnight
T. Rugg's Tavern
The Friendly Toast
The Gryphon
The Skinny Pancake
The Wallflower Collective
Three Needs
Vermont Comedy Club
Vermont Pub & Brewery
What Ales You

2023-2024 Outdoor Entertainment Renewals
City Council License Committee Meeting, Wednesday, April 12, 2023

Outdoor:

American Flatbread Burlington Hearth
Beach House
Burlington Country Club
Butter
Farmhouse Tap & Grill – Sat & Sun used to open at noon. Monday through Friday used to open at 4 pm. Now 11am-Midnight every day.
Foam Brewers & Deep City – Friday and Saturday used to close at 11pm, now midnight
Halvorson's Upstreet Cafe
Hilton Burlington
Honey Road
Main Street Landing
Queen City Brewery
Red Square
Ri Ra, The Irish Pub
Shanty on the Shore
Splash at the Boathouse
Switchback Brewing Co.
The Gryphon
The Skinny Pancake
Vermont Lake Monsters – used to open at 11am, now noon
Vermont Pub & Brewery

Butler

Outdoor Entertainment Types

Live Instrumental Music

Live Vocal Music

Jukebox / Boom Box / Ipod

Disc Jockey

Karaoke

Floor / Stage Show Entertainment

Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition

Readings

Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other

Floor / Stage Show / Other Description *
One individual performing, or up to five people in a musical band.

Outdoor Entertainment Proposed Days; Check all that Apply

Outdoor Entertainment Days

Sunday

Monday

Tuesday

Wednesday

Thursday

Sunday - Thursday, 9 am - 10 pm

Friday - Saturday, 9 am - 11 pm

Friday

Saturday

Outdoor Entertainment Hours

Outdoor Entertainment Hours

Please select proposed daily start and end times for entertainment. If a Day is not shown, check the corresponding Day for Entertainment box above.

Sunday Start Time *
8:00 AM

Sunday End Time *
10:00 PM

Monday Start Time *
8:00 AM

Monday End Time *
11:00 PM

Tuesday Start Time *
8:00 AM

Tuesday End Time *
11:00 PM

Wednesday Start Time *
8:00 AM

Wednesday End Time *
11:00 PM

Thursday Start Time *
8:00 AM

Thursday End Time *
11:00 PM

Friday Start Time *
8:00 AM

Friday End Time *
12:00 MIDNIGHT

Saturday Start Time *
8:00 AM

Saturday End Time *
12:00 MIDNIGHT

VT Division of Liquor Control Licenses

Identify any of the State DLC Licenses below that are required for the Establishment.

First Class Liquor License *
Yes

Second Class Liquor License *
No

Third Class Liquor License *
Yes

Outside Consumption Permit *
Yes

Certification

I certify that this application has been examined by me, and is, to the best of my knowledge and belief, true, correct, and complete.
I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application. *

Carina Driscoll
Mar 8, 2023

Outdoor Entertainment Types

Live Instrumental Music

Live Vocal Music

Jukebox / Boom Box / Ipod

Disc Jockey

Karaoke

Floor / Stage Show Entertainment

Floor/Stage Show Entertainment Details:

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

Fashion Show / Trade Show / Exhibition

Readings

Stage Play / Pantomime

Comedian

Dance Performance

Contests / Games / Amusements

Movies

Other

Outdoor Entertainment Proposed Days; Check all that Apply

Outdoor Entertainment Days

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Outdoor Entertainment Hours

Outdoor Entertainment Hours

Please select proposed daily start and end times for entertainment. If a Day is not shown, check the corresponding Day for Entertainment box above.

Sunday Start Time *
8:00 AM

Sunday End Time *
2:00 AM

Monday Start Time *
8:00 AM

Monday End Time *
2:00 AM

Tuesday Start Time *
8:00 AM

Tuesday End Time *
2:00 AM

Wednesday Start Time *
8:00 AM

Wednesday End Time *
2:00 AM

Thursday Start Time *
8:00 AM

Thursday End Time *
2:00 AM

Friday Start Time *
8:00 AM

Friday End Time *
2:00 AM

Saturday Start Time *
8:00 AM

Saturday End Time *
2:00 AM

VT Division of Liquor Control Licenses

Identify any of the State DLC Licenses below that are required for the Establishment.

First Class Liquor License *
Yes

Second Class Liquor License *
No

Third Class Liquor License *
Yes

Outside Consumption Permit *
Yes

Certification

I certify that this application has been examined by me, and is, to the best of my knowledge and belief, true, correct, and complete.
I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application. *

Marcia M. Corey
Apr 7, 2023