



## **City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM**

**5:45 pm, Bushor Conference Room, 1st Floor, City Hall OR via ZOOM:**

**Please click the link below to join the webinar:**

**<https://zoom.us/j/96983911635>**

**Or Telephone: +1 646 931 3860 US**

**Webinar ID: 969 8391 1635**

### **1. Agenda**

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|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b>     | <b>1.1. Motion to adopt agenda</b>                                                                                                                                   |
| Meeting            | November 15, 2023 - City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM |
| Category           | 1. Agenda                                                                                                                                                            |
| Department         | Council and Board                                                                                                                                                    |
| Type               | Action (Consent)<br>Procedural                                                                                                                                       |
| Recommended Action | Motion to adopt agenda                                                                                                                                               |

### **2. Public Comments**

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### **3. Consent Agenda**

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|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b>     | <b>3.1. Motion to adopt the consent agenda and take the actions indicated</b>                                                                                        |
| Meeting            | November 15, 2023 - City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM |
| Category           | 3. Consent Agenda                                                                                                                                                    |
| Department         | Clerk/Treasurer's Office                                                                                                                                             |
| Type               | Action (Consent)<br>Procedural                                                                                                                                       |
| Recommended Action | Motion to adopt the consent agenda and take the actions indicated                                                                                                    |
| <b>Subject</b>     | <b>3.2. Communication: BPD, re: Block Party, Saturday, October 28, 2023, 12 pm - 10 pm, Wing Street</b>                                                              |

|                    |                                                                                                                                                                      |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting            | November 15, 2023 - City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM |
| Category           | 3. Consent Agenda                                                                                                                                                    |
| Department         | Clerk/Treasurer's Office                                                                                                                                             |
| Type               | Action (Consent)<br>Communication<br>Information                                                                                                                     |
| Recommended Action | waive the reading, accept the communication and place it on file                                                                                                     |

#### 4. Deliberative Agenda

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|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b>     | <b>4.1. Tobacco License Application (2023-2024): High Fidelity, 163 Cherry Street</b>                                                                                                                                                                                                                                                                                                                                                                                  |
| Meeting            | November 15, 2023 - City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM                                                                                                                                                                                                                                                                                                   |
| Category           | 4. Deliberative Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Clerk/Treasurer's Office                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Type               | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Recommended Action | approve the 2023-2024 Tobacco License Application for High Fidelity, 163 Cherry Street                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Subject</b>     | <b>4.2. 44 Shelburne Street Parking Lot - Encumbrance Permit Application - DPW</b>                                                                                                                                                                                                                                                                                                                                                                                     |
| Meeting            | November 15, 2023 - City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM                                                                                                                                                                                                                                                                                                   |
| 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 Burlington Property Management requesting use of the public right-of-way for a private parking lot as detailed in Attachment C, 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 |

#### 5. Adjournment

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|                |                                                                                                                                                                      |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>5.1. Motion to adjourn</b>                                                                                                                                        |
| Meeting        | November 15, 2023 - City Council License Committee Meeting - Wednesday, November 15, 2023, 5:45 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM |

|                    |                      |
|--------------------|----------------------|
| Category           | 5. Adjournment       |
| Department         | Council and Board    |
| Type               | Action<br>Procedural |
| Recommended Action | Motion to adjourn    |



## PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Saturday, October 28, 2023

TIME: 12:00PM-10:00PM

LOCATION: Wing Street closed between Dewey Drive and Simms Street.

EVENT: Block Party

COORDINATOR: Danielle DeRosa-Gordon (802) 999-3532

PERMIT ISSUED BY POLICE DEPARTMENT ON: October 10, 2023

### ADDITIONAL INFORMATION:

- Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles. **Burlington Police Department does not supply barricades.**
- Must obtain a waiver form signed by at least 3/4 of the block residents who thereby waive their right of normal access to the street for the period of the block party.
- No alcohol will be dispensed or consumed on public property.
- No live bands.
- Amplified sound to be controlled so as to not carry beyond the property lines of houses adjacent to the block where the party is being held.
- There shall be no more invited guests than the number of block residents in attendance.
- Participants will comply with all local, State, and Federal laws.
- Shall be responsible for cleanup after the event.

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

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

SIGNATURE Danielle DeRosa-Gordon DATE 10/19/23 PHONE 802 999 3532  
ADDRESS 16 Wing Street

Copies to:

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





**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A  
Post Office Box 849  
Burlington, VT 05402-0849  
802.863.9094 VOX  
802.863.0466 FAX  
802.863.0450 TTY  
[www.burlingtonvt.gov](http://www.burlingtonvt.gov)

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**MEMORANDUM**

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: November 15, 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: 44 Shelburne Street Parking Lot – Encumbrance Permit Application

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**Request**

The applicant, Burlington Property Management (BPM), owner of the parcel lot located at 44 Shelburne Street, is requesting approval for a License Agreement and Encumbrance Permit between the City and BPM for use of the public right-of-way located at 44 Shelburne Street, directly adjacent to the Shelburne Roundabout, for continued use of an existing parking lot for the property.

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 BPM on October 16<sup>th</sup> 2023, requesting use of an exiting parking lot for the property to remain located in the public right-of-way.

During preliminary engineering into design and layout of the Shelburne Roundabout Project from The Vermont Agency of Transportation in fall of 2020, it became known that the parking lot for the property located at 44 Shelburne Street was located within the 99' wide right-of-way boundary of Shelburne Street. The owner of the parcel, Burlington Property Management, was made aware of the condition at this time, and was encouraged to apply for an encumbrance permit through Burlington Department of Public Works for the clear assignment of property rights and for continued private use of the parking lot to serve the property.

The property and parking lot was subject to a tempory construction easement for construction activities on the Shelburne Rounabout Project. During this time the majority of the parking lot was

inaccessible for private use. Now that the project is completed, the applicant has formally submitted an Encumbrance Permit Application for use of the parking lot to serve the property.

Typically, an applicant requesting private use of a VTRANS Class 1 highway such as Shelburne Street would be denied for any non-public transportation related request. In this instance, with the completion of the Shelburne Roundabout Project, VTRANS has finalized substantial lifetime upgrades to the public transportation network in this location. As no further expansion of the public right of way transportation network is required or predicted, DPW is comfortable allowing for use of the parking lot at 44 Shelburne Street for the property.

The area of the public right-of-way occupied for use as a parking lot will be 2,855 square feet, billed at the encumbrance rate of \$1/sq. ft. annually.

### **Recommendation**

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

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 Burlington Property Management requesting use of the public right-of-way for a private parking lot as detailed in Attachment C, 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 Burlington Property Management requesting use of the public right-of-way for a private parking lot as detailed in Attachment C, 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."

An Equal Opportunity Employer

*This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).*

## ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

Burlington Property Management  
44 Shelburne 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 (“City”), and Burlington Property Management, a Vermont Assumed Business Name with a principle place of business located at 44 Shelburne Street, Burlington, VT 05401 (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

### 1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- 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 44 Shelburne Street. Licensee has submitted a long term encumbrance application requesting the occupation of City right-of-way on Shelburne Street with the use of a private parking lot for the property. According to Licensee’s application, the parking lot covers a 2,855-square-foot area of the dedicated public right-of-way.
- 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 April 30<sup>th</sup> 2024. This Agreement shall be renewable for subsequent 1-year terms, should the Licensee provide all required documentation, pay the annual permit fee, and upon ratification by the City Council. The City in its sole discretion may opt to decline to extend a renewal term.
- 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 East side of Shelburne Street directly across from 44 Shelburne Street.
- E. **“Property”** means the commercial building lot located at 44 Shelburne Street in Burlington, Vermont, inclusive of the parking lot that is the subject of this Agreement.

### 4. GRANT OF LICENSE

The City hereby grants to Licensee a license for use of a parking lot to serve the property located at 44 Shelburne Street, covering an area of 2,855 sq. ft., for the term set forth in **§2.B** of this Agreement. Licensee may use and maintain the occupied portion of the parking lot 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.
- 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 license fee for the period beginning on the effective date and ending April 30<sup>th</sup>, 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 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 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 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 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.

#### **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**  
Charles Burns  
Burlington Property Management

By: \_\_\_\_\_  
Charles Burns

Date: \_\_\_\_\_

**CITY OF BURLINGTON**  
**Mayor Miro Weinberger**

By: \_\_\_\_\_  
Mayor Miro Weinberger  
Duly Authorized

Date: \_\_\_\_\_



City of Burlington, VT

EX-A

10/26/2023

## REN-23-20

### ROW Encumbrance Permit

Status: Active

Submitted On: 10/11/2023

### Primary Location

44 Shelburne Street

Burlington, VT 05401

### Owner

BURNS, CHARLES / BURNS, CYNTHIA

473 MEADOWSIDE DR CHARLOTTE, VT 05445

### Applicant



Samantha Summers



802-373-3507



@ yourpropertymanagervt@gmail.com



44 Shelburne Street

Burlington, VT - Vermont 05401

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## Right-of-Way Encumbrance Application

### Type of Encumbrance Requested\*

Long-Term Encumbrance (More than 60 Days)

### Encumbrance Description\* ?

Use of the full parking lot for parking cars at 44 Shelburne Street. Parking lot for the property is located in Shelburne Street ROW. Use of the State Class 1 highway ROW is authorized after substantial completion of the Shelburne Roundabout.

### Location of Encumbrance \* ?

Parking Lot

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.

EX-A1

Encumbrance Term (Years)

1

Encumbrance Start Date

11/20/2023

Encumbrance End Date

04/30/2024

Area Encumbered (Square Feet)

2855

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## Company Information

Company Name

Burlington Property Management

DBA Name

Phone

8023430462

FAX

Street Address

44 Shelburne St

City, State Zip

Burlington VT 05401

Email ?

ccburnsrealestate@gmail.com

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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: \_\_\_\_\_ DATE: 10/26/23  
 COMPANY NAME: Burlington Property Management PHONE: 802-373-3507  
 CONTACT NAME: Chuck Burns EMAIL: yourpropertymanagervt@gmail.com  
 MAILING ADDRESS: 44 Shelburne Street Burlington VT  
 LOCATION OF ENCUMBRANCE: 44 Shelburne 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 ☒

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 ☒

NO [ ]

3. Additional Comments: \_\_\_\_\_

Parking lot located outside of transportation network

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 lot for 44 Shelburne St., 2,855 sq ft of asphalt parking lot located in Shelburne St right-of-way.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [ ]

If no, reason: \_\_\_\_\_

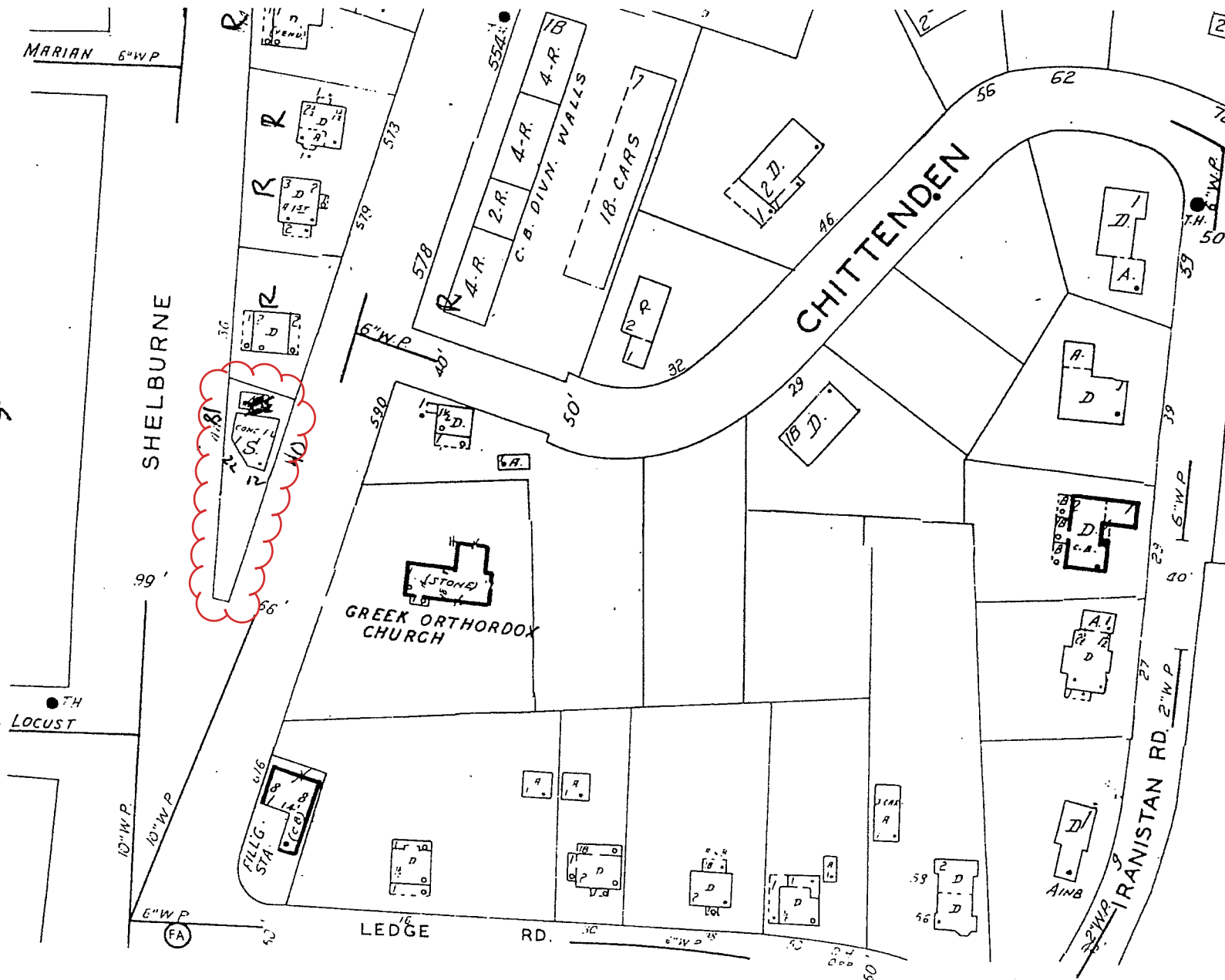
Signature: Caleb Manna

Date: 10/26/23

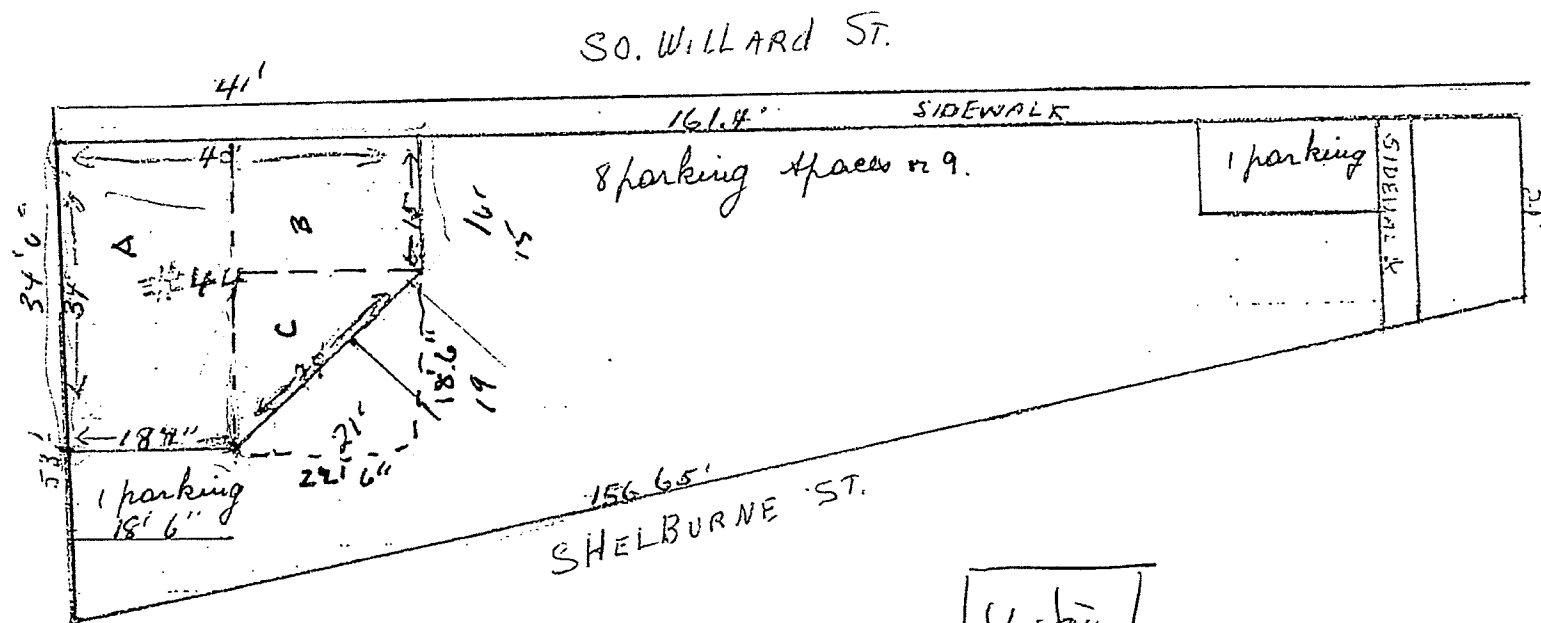
EX-C



Chick  
School



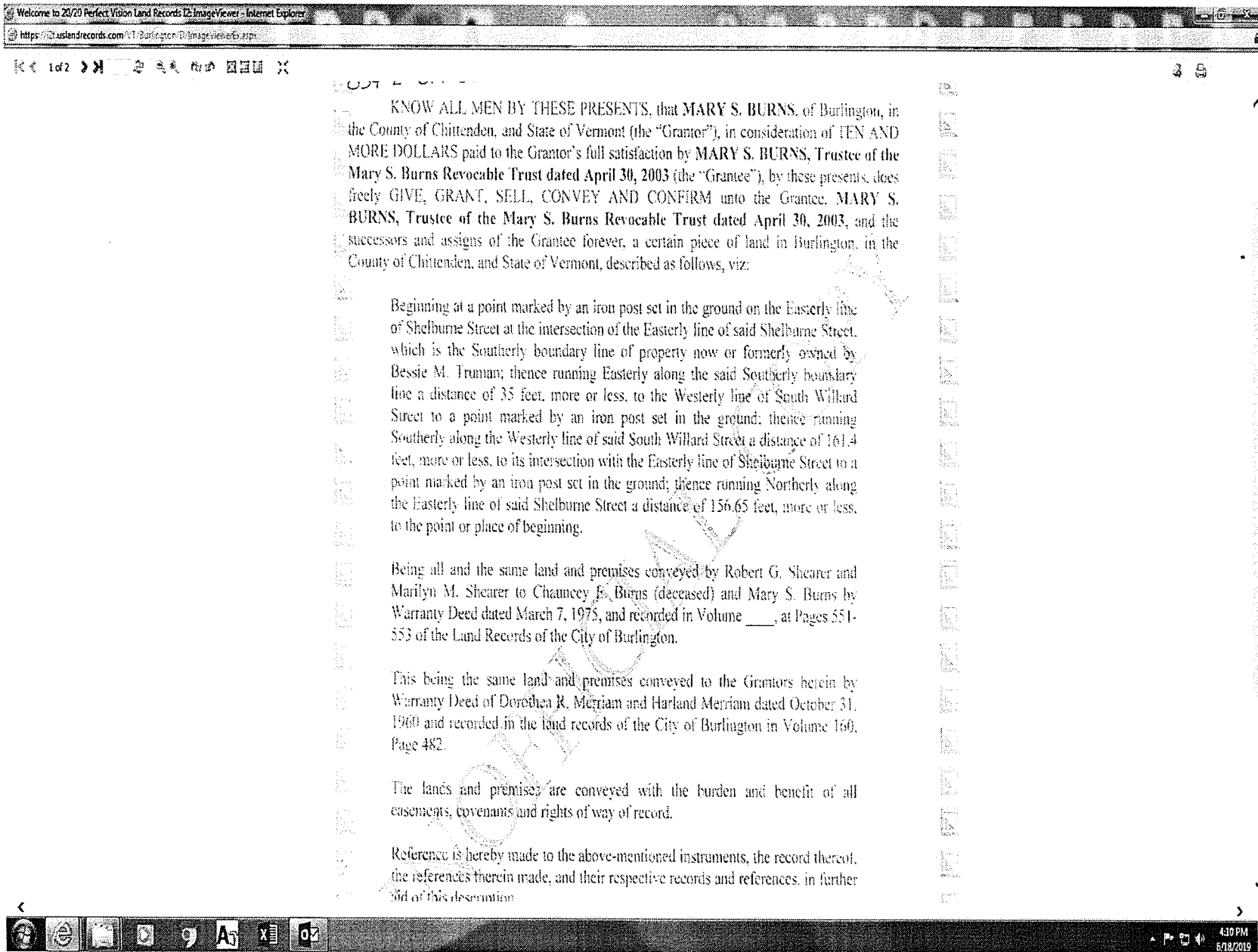
EX-C1



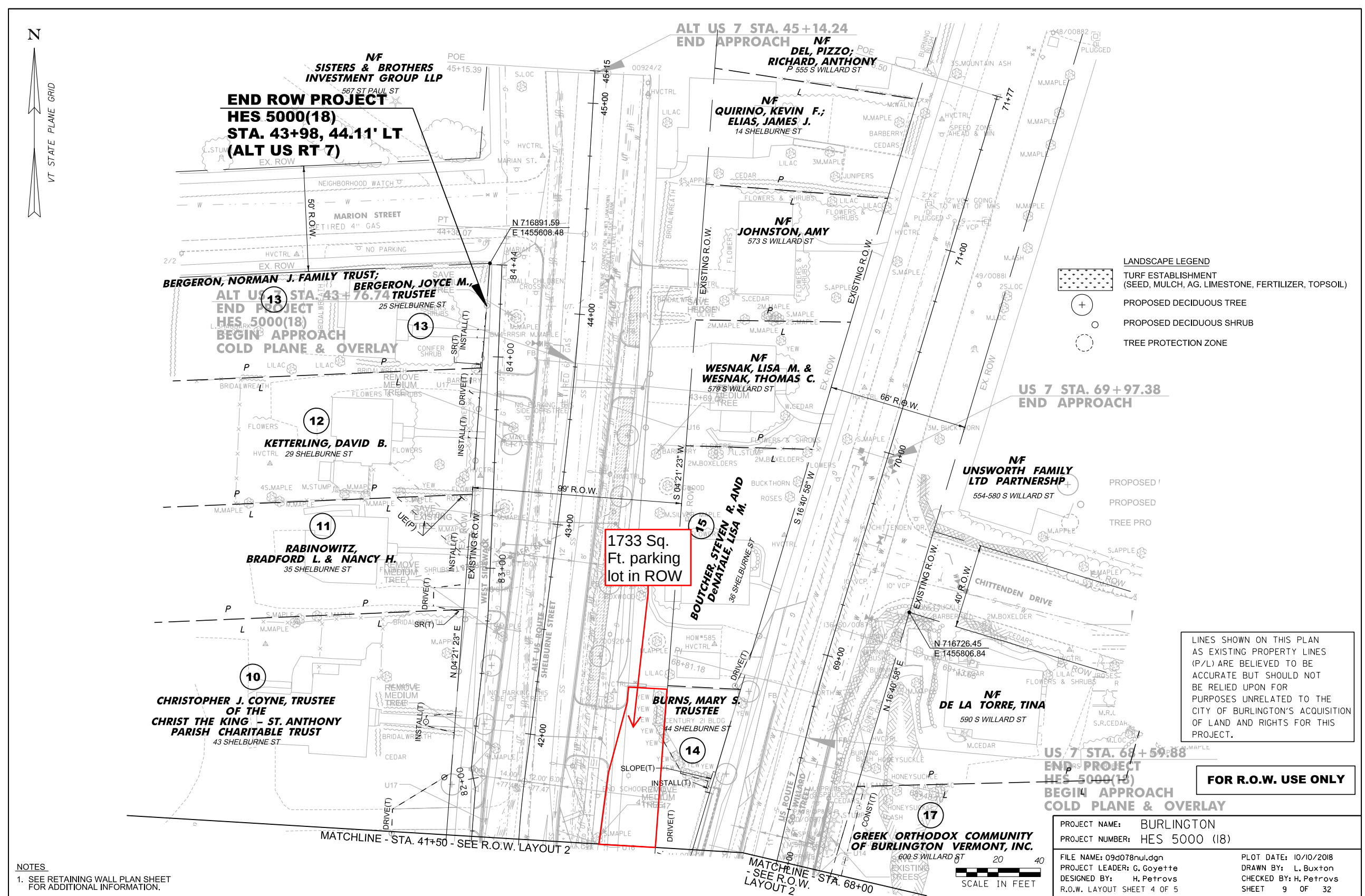
12 parking spaces

17' 6" x 9' 6"  
B' C'

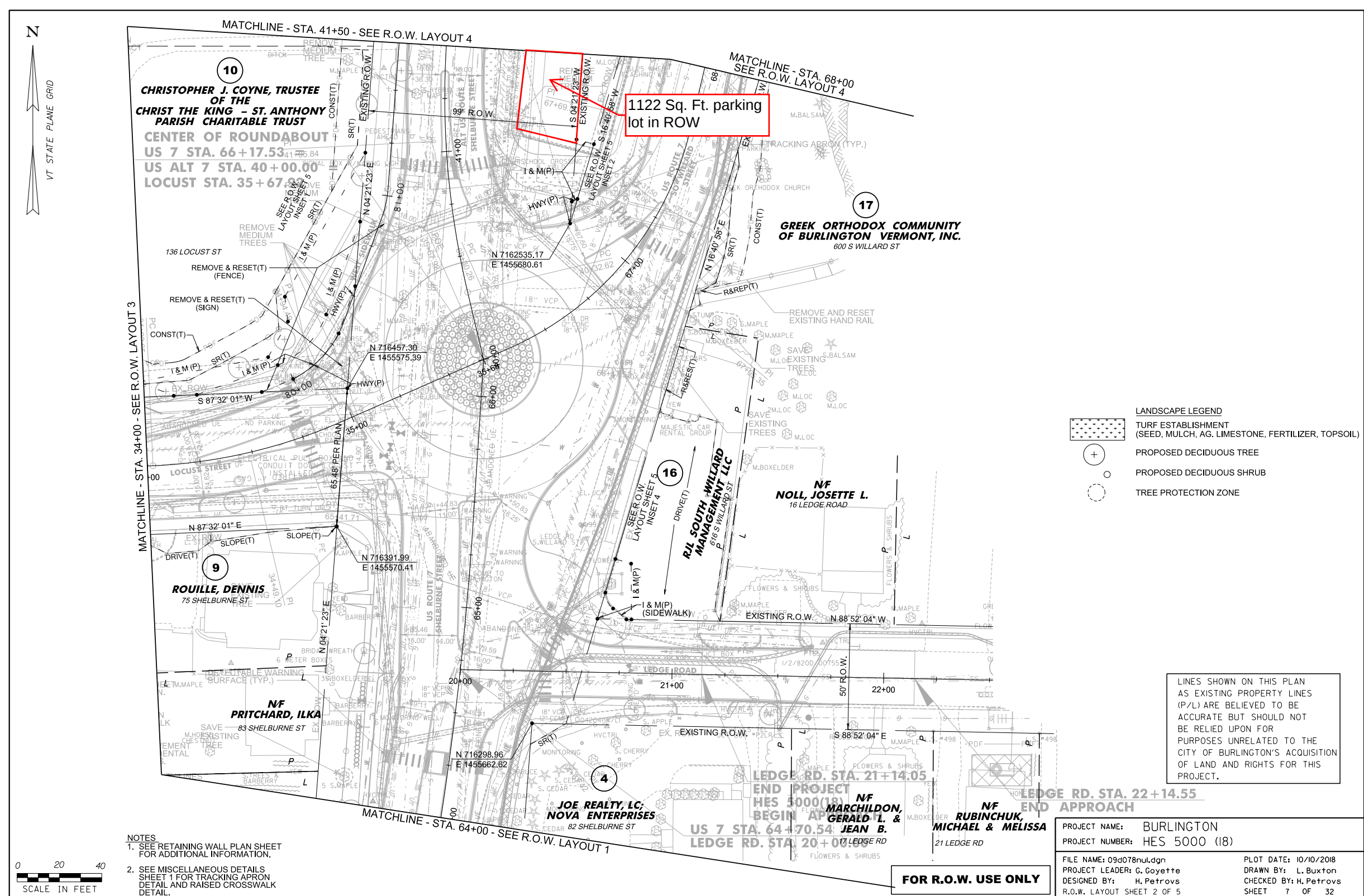
EX-C2



EX-C4



EX-C5





CHARL-9

OP ID: ND

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2023

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).

|                                                                                                                    |  |                                                                                                       |                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Titus Insurance Agency<br>P.O. Box 476<br>Shelburne, VT 05482<br>Annette M Hannah               |  | <b>802-985-2453</b>                                                                                   | <b>CONTACT NAME:</b> Nancy Danforth<br><b>PHONE (A/C, No, Ext):</b> 802-985-2453<br><b>FAX (A/C, No):</b> 802-985-8620<br><b>E-MAIL ADDRESS:</b> Nancy@Titusinsurance.net |
| <b>EX-D</b>                                                                                                        |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                  |                                                                                                                                                                           |
|                                                                                                                    |  | <b>INSURER A:</b> Hartford Insurance Company                                                          |                                                                                                                                                                           |
| <b>INSURED</b><br>Charles C Burns Revocable Trust<br>Burns Real Estate<br>44 Shelburne St.<br>Burlington, VT 05401 |  | <b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |                                                                                                                                                                           |

## 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                                                                                                                                                                                                                                                                                |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><b>X Business Owners</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <b>X</b>  |              | <b>04SBAAB4922</b> | <b>09/21/2023</b>       | <b>09/21/2024</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                    |           |              |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                                       |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                              |           |              |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                                                    |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                             |           | <b>N / A</b> |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                      |
|          |                                                                                                                                                                                                                                                                                          |           |              |                    |                         |                         | <b>BUILDING PROPERTY</b> \$ <b>430,100</b><br>\$ <b>2,300</b>                                                                                                                                                                                                                         |

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

City of Burlington is additional insured by contract for general liability with reference to parking lot located at 44 Shelburne Street, Burlington, VT 05401

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                                |                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CITYBU3</b><br><br>City of Burlington<br>Encumbrance Application Dept<br>Caleb Manna<br>645 Pine St<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Nancy Danforth</i> |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|