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**DELIBERATIVE AGENDA**  
**LOCAL CONTROL COMMISSION**  
**CONTOIS AUDITORIUM, CITY HALL**  
**MONDAY, MAY 20, 2013**  
**7:00 P.M.**

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1. AGENDA
2. CONSENT AGENDA
  - 2.01. OUTSIDE CONSUMPTION PERMIT EXPANSION: Daily Planet, 15 Center Street  
\*waive the reading, accept the communication, place it on file and approve the outside consumption permit expansion for Daily Planet
  - 2.02. COMMUNICATION: Ron Redmond, Church Street Marketplace, re: Request for Sidewalk Café Expansions  
\*waive the reading, accept the communication, place it on file and approve the request for sidewalk café expansions for Leunig's Bistro, Nika, RiRa and Scuffer Steak and Ale House
  - 2.03. OUTSIDE CONSUMPTION PERMIT EXPANSIONS(specific dates only):  
  
Leunig's Bistro, Nika, RiRa and Scuffer Steak and Ale House  
\*waive the reading, accept the communication, place it on file and approve the outside consumption permit expansions for Leunig's Bistro, Nika, RiRa and Scuffer Steak and Ale House for specific dates only
3. FIRST CLASS RESTAURANT LIQUOR LICENSE APPLICATION (2013-2014):  
  
AS, LLC, d/b/a Junior's Downtown, 179 Main Street
4. FIRST CLASS RESTAURANT LIQUOR LICENSE APPLICATION (2013-2014):  
  
Panache of Paris, Inc., d/b/a Leunig's Bistro & Lounge, 115 Church Street
  - 4.01. OUTSIDE CONSUMPTION PERMIT APPLICATION (2013-2014):  
  
Panache of Paris, Inc., d/b/a Leunig's Bistro & Lounge, 115 Church Street
5. ADJOURNMENT

***Members of the public may speak when recognized by the Chair, during the Public Forum (time certain: 7:30 p.m.) or during a Public Hearing. This agenda is available in alternative formats upon request. Persons with disabilities, who require assistance or special arrangements to participate in programs and activities of the Clerk/Treasurer's Office, are encouraged to contact us at 865-7000 (voice) or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will air live on the night of the meeting on Burlington Telecom, Channel 317. This meeting will also air on Channel 17 on May 22, 2013 at 8:00 p.m., repeating at 1 a.m., 7 a.m. and 1 p.m. the following day. For information on access, call Scott Schrader, Assistant CAO for Administration and Management (865-7140) or Lori Olberg, Licensing, Voting and Records Coordinator (865-7136) (TTY 865-7142).***

**ADJOURNED MEETING, CITY COUNCIL**  
**MONDAY, MAY 20, 2013**

1. AGENDA
2. PUBLIC FORUM (Time Certain: 7:30 p.m. – 8:00 p.m. unless extended by the Council President per Council Rules)
3. CONSENT AGENDA
4. INDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014):  
Panache of Paris, Inc., d/b/a Leunig's Bistro & Lounge, 115 Church Street
5. OUTDOOR ENTERTAINMENT PERMIT APPLICATION (2013-2014):  
Panache of Paris, Inc., d/b/a Leuing's Bistro & Lounge, 115 Church Street
6. TOBACCO LICENSE APPLICATION (2013-2014):  
Bern Nation Inc., d/b/a The Bern Gallery, 135 Main Street
7. APPOINTMENT: Board of Finance Member (no supporting documentation)
8. RESOLUTION: Transparency, Liquidity, and The Fiscal Stability Bonds (Councilors Knodell, Bushor, Decelles)
9. ORDINANCE: BUILDINGS AND BUILDING CONSTRUCTION Appeals from Order (Public Works Department, Public Works Commission)(2<sup>nd</sup> reading)
10. COMMITTEE REPORTS (5 mins.)
11. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)
12. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)
13. ADJOURNMENT

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**CONSENT AGENDA**

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**ADJOURNED MEETING, CITY COUNCIL**  
**MONDAY, MAY 20, 2013**

- 3.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List  
\*waive the reading, accept the communication and place it on file
- 3.02. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables and Chairs on a Portion of The City's Right-of-way with Bueno Y Sano (Councilors Blais, Tracy, Ayres: License Committee)  
\*waive the reading and adopt the resolution
- 3.03. COMMUNICATION: License Agreement for Tables and Chairs with Bueno Y Sano 2013- 2014 Season

\*waive the reading, accept the communication and place it on file

3.04. RESOLUTION: Authorization to Enter into License Agreement to Erect and Maintain A Sign on a Portion of The City's Right-of-way with Hotel Vermont (Councilors Blais, Tracy, Ayres: License Committee)

\*waive the reading and adopt the resolution

3.05. COMMUNICATION: License Agreement for Sign with Hotel Vermont 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.06. RESOLUTION: Authorization to Enter into License Agreement for Use of Sidewalk Located on a Portion of The City's Right-of-way with Lucky Next Door (Councilors Blais, Tracy, Ayres: License Committee)

\*waive the reading and adopt the resolution

3.07. COMMUNICATION: License Agreement for Use of Sidewalk Adjacent to Handicap Access Ramp with Lucky Next Door 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.08. RESOLUTION: Authorization to Enter into License Agreement to Maintain A Sign Extending Over a Portion of The City's Right-of-way with Patagonia Burlington (Councilors Blais, Tracy, Ayres: License Committee)

\*waive the reading and adopt the resolution

3.09. COMMUNICATION: License Agreement for Sign with Patagonia Burlington 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.10. RESOLUTION: Authorization to Enter into License Agreement to Maintain A Bike Rack and Tent on a Portion of The City's right-of-way with The Ski Rack (Councilors Blais, Tracy, Ayres: License Committee)

\*waive the reading and adopt the resolution

3.11. COMMUNICATION: License Agreement for Bike Rack and Tent with The Ski Rack 2013- 2014 Season

\*waive the reading, accept the communication and place it on file

3.12. RESOLUTION: Authorization to Enter into License Agreement to Maintain Tables and Chairs on a Portion of The City's Right-of-way with Radio Bean (Councilors Blais, Tracy, Ayres: License Committee)

\*waive the reading and adopt the resolution

3.13. COMMUNICATION: License Agreement for Tables and Chairs with Radio Bean Coffeehouse 2013-2014 Season

\*waive the reading, accept the communication and place it on file

3.14. RESOLUTION: Fire Equipment Mutual Sharing Agreement (Councilors Shannon, Bushor, Knodell: Board of Finance)

\*waive the reading and adopt the resolution

3.15. COMMUNICATION: Mutual Equipment Sharing Agreement

\*waive the reading, accept the communication and place it on file

- 3.16. RESOLUTION: Acceptance of Vermont Department of Public Safety Grant to Purchase 19 Portables and 1 Mobile Radio and Budget Amendment Authorizing The Purchase (Councilors Shannon, Bushor, Knodell: Board of Finance)  
\*waive the reading and adopt the resolution
- 3.17. COMMUNICATION: State of Vermont Standard Subgrant Agreement (Federal Fund Source to Non-State Recipient), Vermont Department of Public Safety Agreement # 02140-70252-216  
\*waive the reading, accept the communication and place it on file
- 3.18. COMMUNICATION: Lise E. Veronneau, Business Administrator, Burlington Fire & Police Departments, re: Vermont Department of Public Safety Grant Agreement #20140-70252-216  
\*waive the reading, accept the communication and place it on file
- 3.19. RESOLUTION: Reappointment of William Ward as City Health Officer (Councilor Hartnett)  
\*waive the reading and adopt the resolution
- 3.20. COMMUNICATION: Lori Cragin, MS. PHD, State Epidemiologist – Environmental Health, Vermont Department of Health, re: Town Health Officer  
\*waive the reading, accept the communication, place it on file and re-appoint William Ward as the Town Health Officer
- 3.21. RESOLUTION: 41 Cherry Street, LLC Amendment to Encumbrance Permit/License Agreement (Councilors Shannon, Bushor, Knodell: Board of Finance)  
\*waive the reading and adopt the resolution
- 3.22. COMMUNICATION: Amendment to Encumbrance Permit/License Agreement with 41 Cherry Street, LLC July 15, 2011 – July 31, 2013  
\*waive the reading, accept the communication and place it on file
- 3.23. RESOLUTION: Authorization for Execute Amendment #4 to Cooperative Agreement With The State of Vermont for The Champlain Parkway Project (Councilors Shannon, Bushor, Knodell: Board of Finance)  
\*waive the reading and adopt the resolution
- 3.24. COMMUNICATION: Norman Baldwin, P.E., Assistant Director –Technical Services, DPW, Re: Champlain Parkway-Cooperative Agreement Amendment and Amendment to Clough Harbor Design Contract  
\*waive the reading, accept the communication and place it on file
- 3.25. RESOLUTION: Authorization to Amend Champlain Parkway Design Contract with Clough, Harbour & Associates, LLP (Councilors Shannon, Bushor, Knodell: Board of Finance)  
\*waive the reading and adopt the resolution
- 3.26. COMMUNICATION: Norman Baldwin, P.E., Assistant Director-Technical Services, DPW, Re: Champlain Parkway Design and Legal Services Contract Amendments  
\*waive the reading, accept the communication and place it on file

3.27. UMBRELLA ENTERTAINMENT PERMIT APPLICATION (May 31 – June 9):

Burlington Discover Jazz Festival, various locations around the City, May 31 – June 9

\*waive the reading, accept the communication, place it on file and approve the Umbrella Entertainment Permit Application for the Burlington Discover Jazz Festival

3.28. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (specific dates):

Daily Planet, 15 Center Street, jazz for Jazzfest, specific dates only

\*waive the reading, accept the communication, place it on file and approve the Special Event Indoor Entertainment Permit Application for Daily Planet, specific dates only during the Jazzfest

3.29. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (5/24, 5/30):

Monkey House, at 420 Pine Street, parking lot/courtyard area, 4 p.m. – 9 p.m., Food Truck Rally

\*waive the reading, accept the communication, place it on file and approve the Special Event Outdoor Entertainment Permit Application for Monkey House, 5/24, 5/30

3.30. SPECIAL EVENT OUTDOOR ENTERTAINMENT PERMIT APPLICATION (one day only):

Burton Snowboards, 80 Industrial Parkway, 5/25/13, 1 p.m. – 6 p.m., Dancing, Amplified Music

\*waive the reading, accept the communication, place it on file and approve the one day Special Event Outdoor Entertainment Permit Application for Burton Snowboards

3.31. COMMUNICATION: Make Your Voice Heard: Burlington Redistricting Committee

\*waive the reading, accept the communication and place it on file

3.32. COMMUNICATION: Marina Collins, Retirement Administrator, re: BERS Experience Study 7/1/07-6/30/12

\*waive the reading, accept the communication and place it on file

3.33. COMMUNICATION: Report on the Results of an Experience Study of The Burlington Employees' Retirement System Covering the period July 1, 2007 through June 30, 2012

\*waive the reading, accept the communication and place it on file

3.34. SPECIAL EVENT INDOOR ENTERTAINMENT PERMIT APPLICATION (5/23-5/25):

Spielpalast Cabaret, Contois Auditorium, City Hall, May 23 – 25, 2013, 7 p.m. – 11 p.m.

\*waive the reading, accept the communication, place it on file and approve the Special Event Indoor Entertainment Permit Application for Spielpalast Cabaret, May 23 – 25, 2013, 7 p.m. – 11 p.m.

3.35. COMMUNICATION: Chief Michael Schirling, Burlington Police Department, re: Comprehensive Strategy Memo

\*waive the reading, accept the communication and place it on file

3.36. INDOOR ENTERTAINMENT PERMIT RENEWAL (2013-2014): Finnigan's Pub

\*waive the reading, accept the communication, place it on file and approve the 2013-2014 Indoor Entertainment Permit Renewal for Finnigan's Pub

3.37. COMMUNICATION: Laura Babcock, Clerk, Board of Electric Commissioners, re: Electric Commission Attendance Record

\*waive the reading, accept the communication and place it on file

- 3.38. COMMUNICATION: Mayor Miro Weinberger, re: Appointments to Advisory Committee on Accessibility  
\*waive the reading, accept the communication, place it on file and appoint the following individuals as outlined to the Advisory Committee on Accessibility
- 3.39. COMMUNICATION: Paul Sisson, Interim CAO, re: Budget Adjustment Reports  
\*waive the reading, accept the communication and place it on file
- 3.40. COMMUNICATION: Amy Bovee, Executive Secretary, re: Special Meeting of the Board of Finance, Thursday, April 18, 2013 Minutes  
\*waive the reading, accept the communication and place it on file
- 3.41. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance, Monday, April 22, 2013 Minutes  
\*waive the reading, accept the communication and place it on file



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401

802-865-7131 TTY 802-865-7142

**2011-2012 License Application  
Outside Consumption Permit**

Corporation/Sole Proprietor Name: HOUGHTON ASSOCIATES, INC

D/B/A (Business Name): DAILY PLANET

Business Location: 15 CENTER ST

**HOURS OF OPERATION**

WEEKDAY	HOURS	REQUESTED CHANGES
Sunday	*11:00 AM - 1:00 AM	*10 AM start time
Monday	11:00 AM - 2:00 AM	
Tuesday	11:00 AM - 2:00 AM	
Wednesday	11:00 AM - 2:00 AM	
Thursday	11:00 AM - 2:00 AM	
Friday	11:00 AM - 2:00 AM	
Saturday	*11:00 AM - 1:00 AM	*10 AM start time

**DESCRIPTION OF PREMISES**

Description (patio, desk, alleyway, etc): Sidewalk

Proposed Changes: WEEKEND BRUNCH

Dimensions: 21' x 2'

Proposed Changes: NEW PATIO SEE ATT.

Is it on City property?  NO

If yes, do you have a current license agreement?  NO

**PERMIT CONDITIONS**

Area along front of restaurant with 4 tables and 8 chairs within an area of 42 square feet. Tables will be near the wall leaving six feet for passageway. Properly lit at all times of darkness and under supervision of trained personnel.  
April 1st - October 31st

- 35 seats total  
- host/hostess station will be outside  
do 5/7/13  
1cmtg

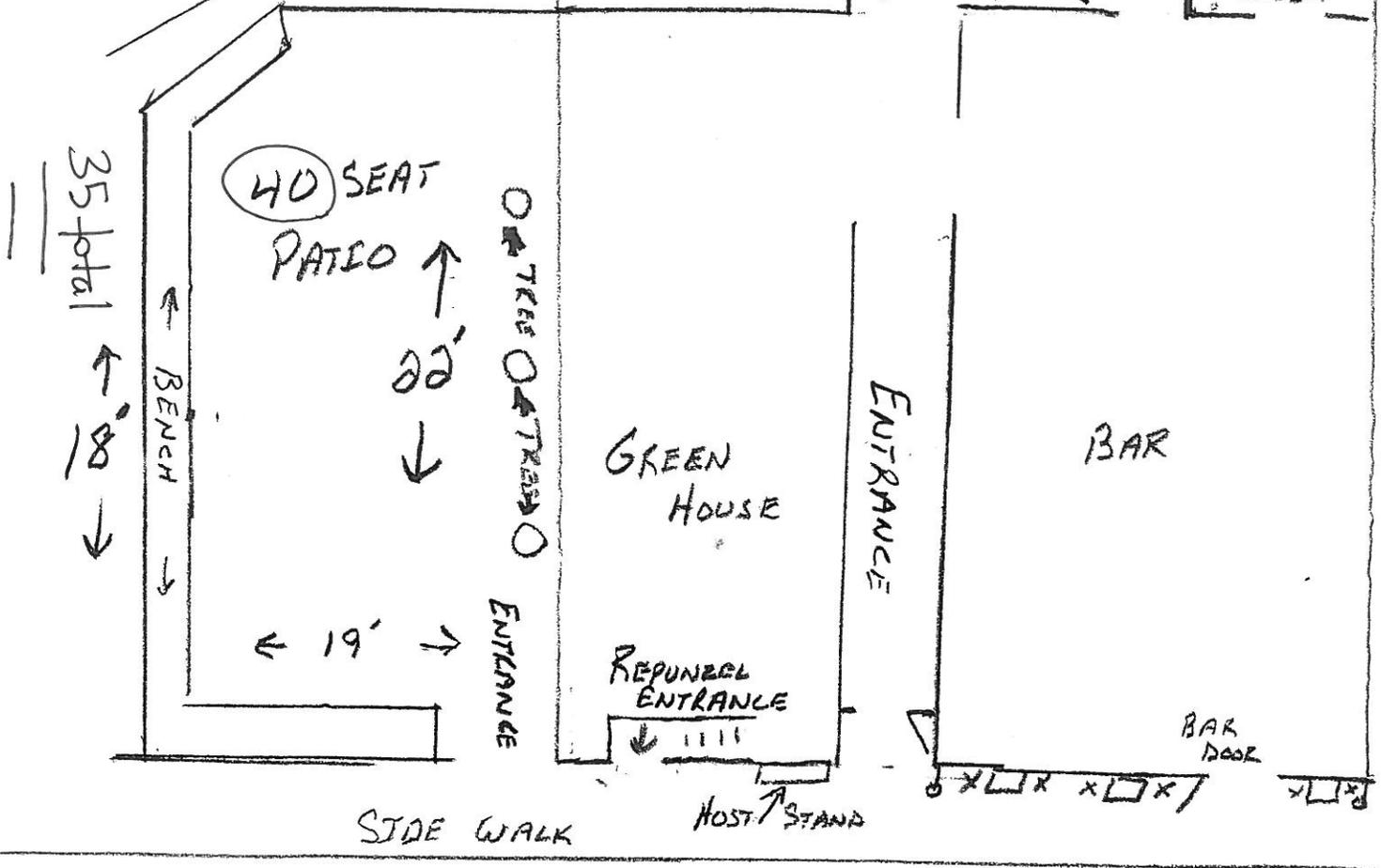
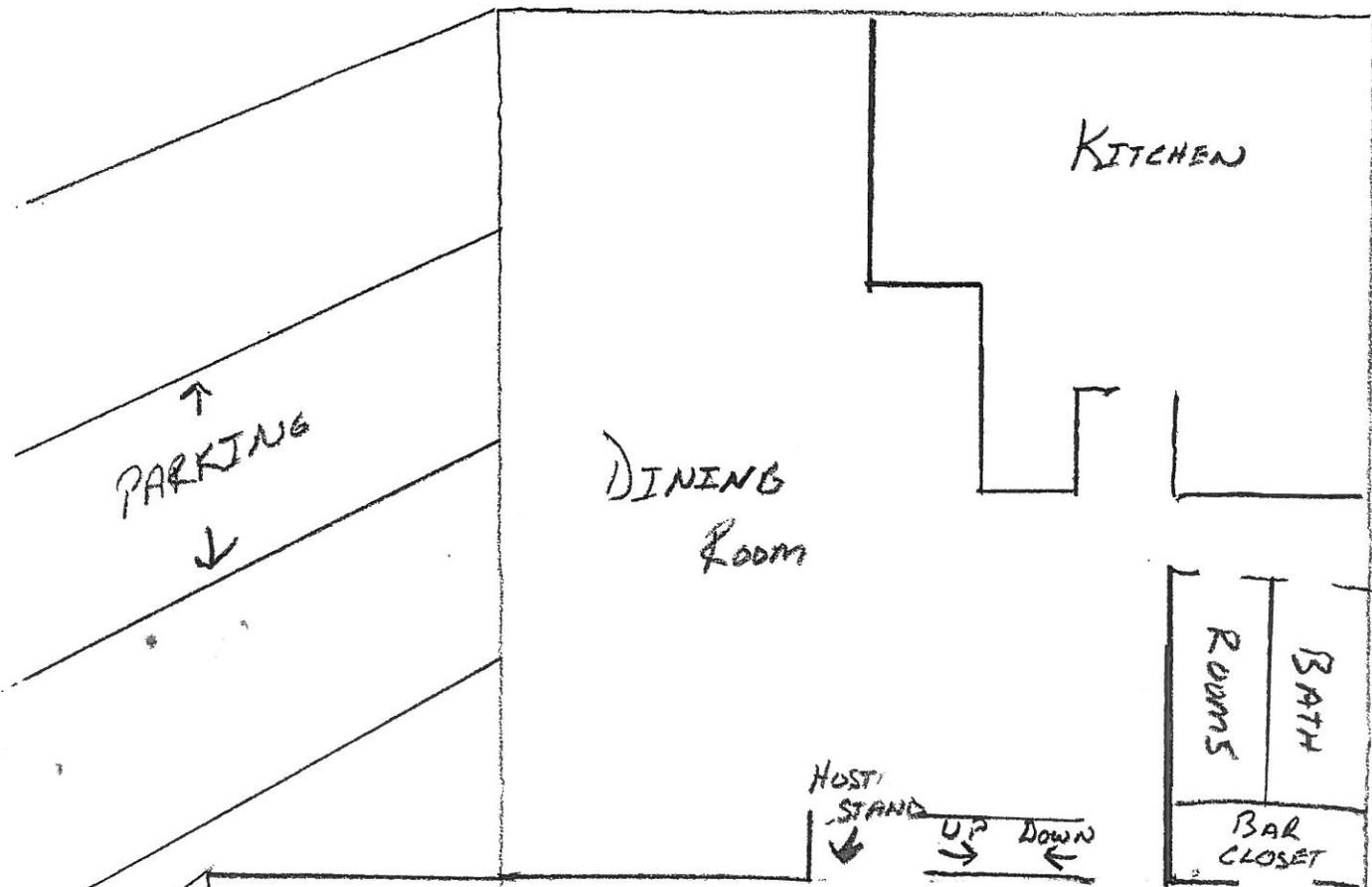
**SIGNATURES**

By signing below, I certify that I understand that outside consumption is by waitress/waiter service only. I also acknowledge receipt of any standard or special conditions placed on said outside consumption permit and agree to be bound by said conditions. I further understand that I may not extend the hours or the dimensions of the outside consumption area without prior approval of the City Council.

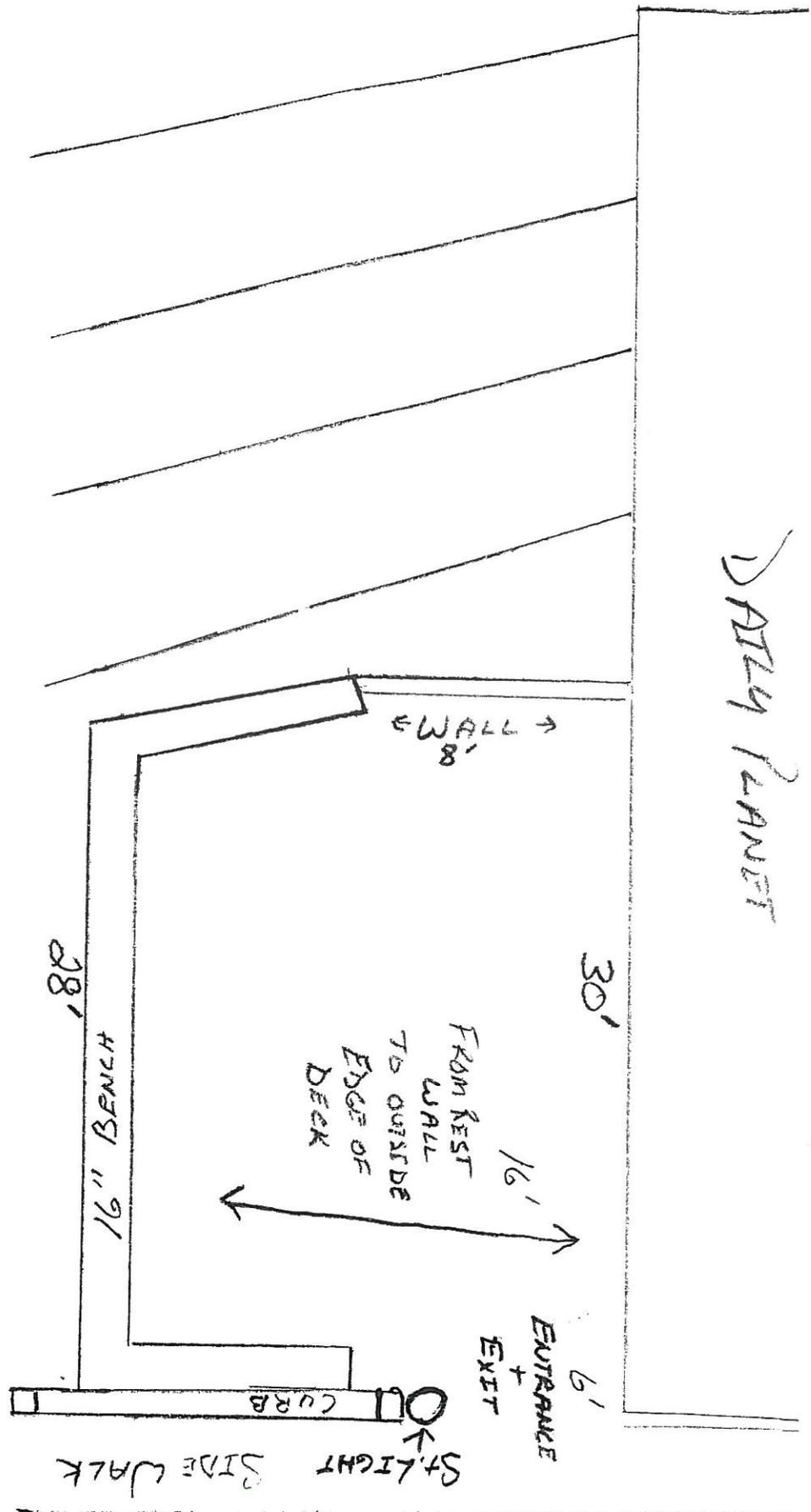
Signature of Applicant FCB

Date 2/1/13

Print Name FRANCIS C. HOUGHTON



DAILY LEANET



CENTER ST

DECK FRAME

2"X10"X8' HEMLOCK

1/6" ON CENTER

DECKING

1"X6"X8' P.T.

BENCH

2"X4"X8'

FRAMING

1"X6"X8'

FINISH WORK

DECK HEIGHT 10 1/2"

BENCH HEIGHT

WALL HEIGHT

20' SEAT  
24' BACK

40' TOTAL  
BURLINGTON CLERK  
TREASURER'S OFFICE

35 Seats total

Host/Hostess station will be outside

HE: 1 D 62 APR 1887

LOT  
ENTRANCE







2.14  
LC do 5/7/13  
1cmty

May 7, 2013  
TO: Lori Olberg, Clerk/Treasurer's Office  
FROM: Ron Redmond, Church Street Marketplace  
RE: Requests for Sidewalk Café Expansions

Waive the reading, accept the communication, place it in file and approve the sidewalk cafe expansions for Leunig's Bistro, Nika, RiRa and The Scuffer Steak and Ale House for the specific dates that are outlined with the supporting documentation

Dear Lori: The following Marketplace fee payers have been approved to expand their outdoor cafes on the Marketplace for the dates specified in 2013. Our apologies for not conveying this information to you sooner. Our Outdoor Café Expansion policy is listed below.

Leunig's Bistro: May 31-June 9; September 9

Nika: June 1, 2, 8, 9, 16; July 1, 3, 5, 6, 19, 20; August 2, 3, 4, 10, 11, 30, 31; Sept 1, 2

RiRa: June 18, 19, 25; 26, July 1, 2, 8, 9, 22, 23; July 3, 20, 21; August 3, 4, 24, 25, August 31- September 2; October 12, 13

Scuffer Steak & Ale: May 18, 25, 28, 26, 31; June 1, 2, 6, 8; July 6, 13, 20, 27; August 3, 10, 17, 24

Church Street Marketplace District Commission APPROVED Outdoor Café Expansion Policy as of 4/21/10

- Cafés may expand no more than 30% or 8 feet across an adjoining retail store's frontage, whichever is less
- Cafes may not block the front door of an adjoining retail store.
- Policy is for a limited period of time during Church Street's high season, May 15 through October 15 only: 20 days.
- If restaurant has retail stores or empty storefronts on either side, café expansion is limited to one side or the other; not to both sides.
- Retailers have priority and are given the right to deny any cafe expansion in front of their store front. Since the retailer is losing exposure they should be able to be able to control the space in front of their store.
- Outdoor café expansions may not block the nine foot right of way except during the Discover Jazz Festival; the exception is being made for those restaurants providing entertainment during the festival, as they are giving up table space and revenue, in order to promote music and performances.

REQUIREMENTS:

- All Café Expansions must be approved by the adjacent retail business in writing (email or letter) and submitted to the Marketplace Commission
- Retailers have the option to receive from the restaurant a co-marketing program (at restaurant/bar expense) held during the café expansion, approved by affected retail business. This can include flyers, fashion shows, tent cards, mailings, etc.
- Expansion requires approval by the Marketplace Commission at least 60 days in advance of the event. For greater efficiency and predictability, restaurants may group all of their expansion dates for a calendar year into one request for approval from the Commission.
- Marketplace will provide meeting minutes to Local Control Subcommittee.



May 1, 2013 --- April 30, 2014

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

[ ] New [ ] Renewal

PART I-ORGANIZATION

All information is required

(extension) Expansion

- 1. Corporation/Sole Proprietor name Parade of Paris Inc
2. D/B/A (Business Name) Leverage
3. Bus. Phone 802-862-5306
4. Business Address 115 Church St
5. Contact person Bob Conlon
6. Contact Phone 238-8802
7. Email Address mail@leveragebistro.com

PART II-OPERATION

- 1. Requested period of operation: Expansion
Months: ~~Jan May 31 - Jun 9~~ to Sept 9th

\* May 31st - June 9th
\* September 9th

- 2. Requested times of operation:
Sunday Wednesday Saturday
Monday Thursday
Tuesday Friday

PART III-DESCRIPTION

- 1. Proposed Dimensions Expanded normal patio to include 9' Right of way in front of Restaurant
2. Is it a patio, deck, alleyway etc.
3. Is it on City property? yes If yes, do you have a current license agreement? yes

Please provide a detailed description of the area and its planned use on the back of this form.

May 1, 2013 — April 30, 2014

Annual outside Consumption Renewal Form —Page 2

Detailed description During Jazz festival & Great corner Freshman Show  
We request seating in 8' Right of way  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant   
Print Signature RE Conlan

Date: 5/6/13

APPROVED BY LOCAL CONTROL COMMISSION \_\_\_\_\_

SENT TO DEPARTMENT OF LIQUOR CONTROL \_\_\_\_\_

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL \_\_\_\_\_



May 1, 2013 ---- April 30, 2014

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

[ ] New [ ] Renewal

PART I--ORGANIZATION

All information is required

extension of patio space

- 1. Corporation/Sole Proprietor name Stephen's Lewis LLC
2. D/B/A (Business Name) Nika 3. Bus. Phone (802) 660-9533
4. Business Address 83 Church Street
5. Contact person Josh Carpenter 6. Contact Phone (802) 660-9533
7. Email Address info@nikavt.com

PART II--OPERATION

1. Requested period of operation:

Months: May to October

\* dates on 2nd page

2. Requested times of operation:

- Sunday Home - Close Wednesday Home - Close Saturday Home - Close
Monday Home - Close Thursday Home - Close
Tuesday Home - Close Friday Home - Close

PART III--DESCRIPTION

- 1. Proposed Dimensions 15 x 20
2. Is it a patio, deck, alleyway etc. Patio
3. Is it on City property? yes If yes, do you have a current license agreement? yes

Please provide a detailed description of the area and its planned use on the back of this form

BURLINGTON CLERK
TREASURER'S OFFICE

MAY - 9 - 11:44

RECEIVED

May 1, 2013 ---- April 30, 2014

Annual outside Consumption Renewal Form -Page 2

Detailed description \_\_\_\_\_

We plan to have a 12 to 16 table  
patio during our business hours throughout  
the summer

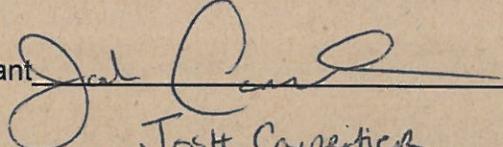
Extended Patio Dates:

June - 1, 2, 8, 9, 16

Sep - 1, 2

July - 1, 3, 5, 6, 19, 20

August - 2, 3, 4, 10, 11, 30, 31

Signature of Applicant 

Date: 5/6/13

Print Signature Josth Carpenter

APPROVED BY LOCAL CONTROL COMMISSION \_\_\_\_\_

SENT TO DEPARTMENT OF LIQUOR CONTROL \_\_\_\_\_

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL \_\_\_\_\_

BURLINGTON CLERK  
TREASURER'S OFFICE

2013 MAY - 6 P 1:44

RECEIVED



May 1, 2013 ---- April 30, 2014

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

[ ] New [X] Renewal

Expansion
extending
OCP area

PART I--ORGANIZATION

All information is required

- 1. Corporation/Sole Proprietor name RIPA VERMONT L.L.C
2. D/B/A (Business Name) RIPA IRISH PUB 3. Bus. Phone 860-9401
4. Business Address 123 CHURCH ST
5. Contact person MAT MESSNER 6. Contact Phone 310-9101
7. Email Address MATMESSNER@RIPA.COM

PART II--OPERATION

1. Requested period of operation:

Months: May to October \*dates on 2nd page

2. Requested times of operation:

Sunday 9AM-1AM Wednesday 11AM-1AM Saturday 11AM-2AM
Monday 11AM-1AM Thursday 11AM-1AM
Tuesday 11AM-1AM Friday 11AM-2AM

PART III--DESCRIPTION

- 1. Proposed Dimensions SAME AS PRIOR YEAR
2. Is it a patio, deck, alleyway etc. PATIO
3. Is it on City property? YES If yes, do you have a current license agreement? YES

Please provide a detailed description of the area and its planned use on the back of this form.

May 1, 2013 ---- April 30, 2014

Annual outside Consumption Renewal Form -Page 2

Detailed description Removed off patio consisting of 13 tables (regular)  
and 16 tables (expanded)

5/18 - 5/19	7/20 - 7/21
5/25 - 5/26	8/3 - 8/4
6/1 - 6/2	8/24 - 8/25
6/8 - 6/9	8/31 - 9/2
6/22 - 6/23	10/12 - 10/13
7/3	

Signature of Applicant 

Date: 5/6/13

Print Signature Matt Messenger

APPROVED BY LOCAL CONTROL COMMISSION \_\_\_\_\_

SENT TO DEPARTMENT OF LIQUOR CONTROL \_\_\_\_\_

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL \_\_\_\_\_



May 1, 2013 ---- April 30, 2014

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

[ ] New [X] Renewal

PART I--ORGANIZATION

All information is required

Expansion of cafe space

- 1. Corporation/Sole Proprietor name PJSC
2. D/B/A (Business Name) The Scutter 3. Bus. Phone 864-9451
4. Business Address 148 Church St Burlington VT 05410
5. Contact person Sam Handy 6. Contact Phone 318-3639
7. Email Address PJSC148@gmail.com

PART II--OPERATION

1. Requested period of operation:

Months: MAY to SEPT

2. Requested times of operation:

Sunday 10-11 PM AM Wednesday 11-12 AM AM
Monday 11-11 PM AM Thursday 11-11 PM AM
Tuesday 11-11 PM AM Friday 11-12 AM AM
Saturday 11-12 AM AM

PART III--DESCRIPTION

- 1. Proposed Dimensions
2. Is it a patio, deck, alleyway etc. patio
3. Is it on City property? yes If yes, do you have a current license agreement? yes

Please provide a detailed description of the area and its planned use on the back of this form.

May 1, 2013 ---- April 30, 2014

Annual outside Consumption Renewal Form -Page 2

Detailed description \_\_\_\_\_

May 18<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 31<sup>st</sup>

June 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup>, 29<sup>th</sup>

July 6<sup>th</sup>, 13<sup>th</sup>, 20<sup>th</sup>, ~~27<sup>th</sup>~~

August 3<sup>rd</sup>, 10<sup>th</sup>, 17, 24<sup>th</sup>

Signature of Applicant Sam Hardy

Date: 5/4

Print Signature Sam Hardy

APPROVED BY LOCAL CONTROL COMMISSION \_\_\_\_\_

SENT TO DEPARTMENT OF LIQUOR CONTROL \_\_\_\_\_

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL \_\_\_\_\_



**CORPORATE INFORMATION:**

If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary)

LEGAL NAME \_\_\_\_\_

STREET/CITY/STATE \_\_\_\_\_

Date of incorporation \_\_\_\_\_ Is corporate charter now valid? \_\_\_\_\_

Corporate Federal Identification Number \_\_\_\_\_

Have you registered your corporation and/or trade name with the Town/City Clerk? \_\_\_\_\_ and/or Secretary of

State? \_\_\_\_\_ (as required by VSA Title II § 1621, 1623 & 1625)

**ALL APPLICANTS**

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLEAD GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME?

YES  NO

If yes, please complete the following information: (attached sheet if necessary)

Name	Court/Traffic Bureau	Offense	Date
_____	_____	_____	_____

Do any of the applicants hold any elective or appointive state, county, city, village/town office in Vermont? (See VSA, T.7, Ch. 9, §223) YES NO If yes, please complete the following information

Name	Office	Jurisdiction
n/a	_____	_____

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

(If you have not attended an Education Seminar prior to making application, please visit [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and click on Seminar Schedule for a list of Seminars in your area)

**FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES (Section 4)**

Description of the premises to be licensed: Junior's Pizza Restaurant in Downtown, Burlington

Does applicant own the premises described? no If not owned, does applicant lease the premises? yes

If leased, name and address of lessor who holds title to property: Christine Farrell

Are you making this application for the benefit of any other party? no

FIRST CLASS APPLICANTS ONLY: No first class license may be issued without the following information.

HEALTH LICENSE #:  Food 12299 Lodging \_\_\_\_\_ (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account # \_\_\_\_\_

Business is devoted primarily to: (Circle one)  
 FOOD (restaurant)  ENTERTAINMENT (cabaret)  HOTEL  CLUB  COMMERCIAL CATERING

If you are considering Outside Consumption service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. This form can be found on our website at [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and then click on licensing and then applications.

**CABARET APPLICANTS ONLY:**

Applicant hereby certifies that the sale of food shall be less in amount or volume than the sales of alcoholic beverages and the receipts from entertainment and dancing; if at any time this should not be the case, the applicant/licensee shall immediately notify the Department of Liquor Control of this fact.

Signature of Individual, Partner, authorized agent of Corporation or LLC member

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

The applicant(s) understands and agrees that the Liquor Control Board may obtain criminal history record information from State and Federal repositories prior to acting on this application

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, §3113).

In accordance with 21 VSA, §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

If applicant is applying as an individual: I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or am in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, §795).

Dated at Burlington in the County of Chittenden and State of Vermont  
this 29 day of April, 2013

Corporations/Clubs: Signature of Authorized Agent Individuals/Partners: (All partners must sign)

[Signature]  
PRESIDENT  
(Title)

NOTICE: After local action, all new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Liquor Control Board. This process can take anywhere from two weeks to six weeks to complete once the application has reached Liquor Control.

TOWN/CITY APPROVAL/DISAPPROVAL

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the applications and transmit both copies to the Liquor Control Board for suitable action thereon, before any license may be granted. For the information of the Liquor Control Board, all applications shall carry the signature of each individual commissioner registering either approval or disapproval. Lease or title must be recorded in town or city before issuance of license.

	_____, Vermont, _____ Town/City Date
APPROVED	DISAPPROVED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Approved/Disapproved by Board of Control Commissioners of the City or Town (circle one) of \_\_\_\_\_  
Total Membership \_\_\_\_\_ members present

Attest, \_\_\_\_\_  
City or Town Clerk

TOWN OR CITY CLERK SHALL MAIL ONE APPLICATION DIRECTLY TO THE DEPARTMENT OF LIQUOR CONTROL, 13 Green Mountain Drive, Montpelier, VT 05602. If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class application shall be considered binding except as taken or made at an open public meeting. VSA Title 1 §312.

SECTION 5111 AND 5121 OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:  
THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB) (513) 684-2979  
DEPARTMENT OF THE TREASURY  
550 MAIN STREET, CINCINNATI, OH 45202



LAW OFFICE OF JASDEEP PANNU

April 18, 2013

Laurie Pecor, Executive Office Manager  
Vermont Department of Liquor Control  
13 Green Mountain Drive  
Montpelier, VT 05620

COPY

Re: Junior's Downtown (a/k/a Junior's in the Alley)

Ms. Pecor:

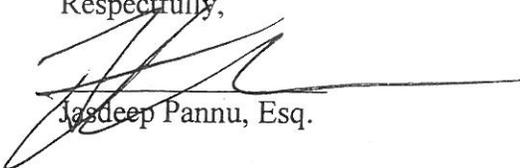
Per our conversation earlier this week please find enclosed the following:

1. Meeting Minutes;
2. Releases for background checks from Sani Pasagic and Amir Jusufagic;
3. Amended Articles of Incorporation for AS LLC.

Please do not hesitate to contact me with any questions or comments.

Thank you.

Respectfully,

  
Jasdeep Pannu, Esq.

AS LLC  
480 North Avenue  
Burlington, VT 05401  
802-864-6700

---

AS LLC held a board meeting on Friday, April 5, 2013. The meeting was held at the Law Office of Jasdeep Pannu at 315 St. Paul Street, Burlington, VT 05401 at 12:00pm

---

Meeting Minutes from April 5, 2013

Members in Attendance: Sani Pasagic and Amir Jusufagic  
Other Parties Present: Gary Feingold and Frank Salase Jr.

**1. Call to Order**

The meeting was called to order at 12:00pm. Attendance was noted.

**2. Approval of minutes**

AS LLC approved the minutes.

**3. Treasurer's Report**

The board reviewed the all outstanding bills. Payment of all outstanding bills was discussed and plan for payment was outlined.

**4. New Business**

▪Purchase of Junior's in the Alley: Gary Feingold and Frank Salase Jr. agreed to the sale of Junior's in the Alley to Sani Pasagic and Amir Jusufagic. Price and terms of the sale were discussed and approved.

▪Adding member: A motion was made to make Frank Salase Jr. a managing member of AS LLC. The motion passed unanimously.

**5. Adjourn:** A motion was made to adjourn the meeting. The motion passed unanimously. The meeting adjourned at approximately 3:00pm.



LAW OFFICE OF JASDEEP PANNU

April 12, 2013

Vermont Secretary of State  
128 State Street  
Montpelier, VT 05633

Re: AS LLC – Amended Articles of Incorporation  
File # L003389

Dear Secretary of State:

Please find enclosed an Amended Article of Incorporation for AS LLC along with a \$25.00 check for costs.

Call with any questions or comments.

Thank you.

Respectfully,

---

Jasdeep Pannu, Esq.

COPY

**Articles of Amendment  
Limited Liability Company (domestic or foreign)**

**Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104**

**Current name:** AS LLC

**Name is changed to:** \_\_\_\_\_

*(name must end with Limited Liability Company; Limited Company; LLC; or LC; may abbreviate L.A. & Co.)*

**(Alternate name)** \_\_\_\_\_

**NOTE: A Foreign LLC (non VT) must attach a good standing certificate, dated no earlier than 30 days prior to filing, from its state of origin. Click "here" to see what you can do if the name is not available in Vermont.**

**Date articles were filed:** 07/15/20 organized under the laws of: (state/country): VT

**Is changing its state (or country) of origin to:** \_\_\_\_\_

**Is changing to a TERM limited liability company:** \_\_\_\_\_

**Is changing the period of duration of its term to:** \_\_\_\_\_

**Is ceasing to be a term limited liability company.**

**Changing to a Manager-Managed co. The name & address of each MANAGER.**

**Changing to a Member-Managed company. The name & address of MANAGING MEMBER.**

**Members ARE to be personally liable for debts and obligations under § 3043(b) of this title.**

**Members CEASE to be personally liable for debts and obligations under § 3043(b) of this title.**

**Amending to become an L3C Company:**

**Changes other than listed above:**

Adding Frank Salese Jr. as Manager Member

**SIGNATURE** 

**Title:** Register **Date:** 04/12/20

**\$25.00 fee. File in duplicate with a self-address envelope. If a delayed effective date is not specified it is effective the date it is approved. A delayed effective date cannot be later than 90 days after filing.**



LAW OFFICE OF JASDEEP PANNU

April 26, 2013

Laurie Olberg, Administrative Assistant  
Clerk & Treasurer's Office  
Burlington City Hall  
149 Church Street  
Burlington, VT 05401

**HAND-DELIVERED**

Re: Junior's Downtown (a/k/a Junior's in the Alley)  
First Class Liquor License

Ms. Olberg:

After speaking with Mr. Martin Prevo today from the Vermont Department of Liquor Control I have been informed that due to the fact that a new LLC will be running the Junior's Downtown, the new entity needs to apply for a new First Class Liquor License first through the town and then the Vermont Department of Liquor Control will process the application.

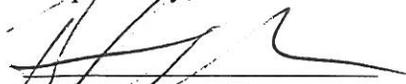
The issue is that the current license is considered null and void due to the change in ownership which prevents them from serving beer and wine during the busy tourist season. Any assistance you can offer in expediting the attached First Class Liquor License Application would be greatly appreciated.

I have enclosed two \$100.00 checks to cover the necessary processing fees. I have also enclosed copies of recent paperwork sent to the Vermont Secretary of State and the Vermont Department of Liquor to assist in the processing of this application.

Do not hesitate to call or email with any questions or comments.

Thank you.

Respectfully,

  
\_\_\_\_\_  
Jasdeep Pannu, Esq.

20 13

FIRST/SECOND CLASS LIQUOR LICENSE AND TOBACCO APPLICATION  
LICENSE YEAR IS MAY 1<sup>ST</sup> THROUGH APRIL 30<sup>TH</sup> OF THE FOLLOWING YEAR

Panneke & Pines Inc  
Print Full Name of Person, Partnership, Corporation, Club or LLC  
Leamy Bistro & Lounge  
Doing Business As / Trade Name  
115 Church St  
Street and street number of premises covered by this application  
Burlington, VT 05401  
Town or City & Zip Code  
862-862-5706  
Telephone Number  
Mailing Address (if different from above)  
E-mail address panneke@leamybistro.com

\* recommended for approval  
C 5/7/13 lc mtg lo  
all standard conditions  
contingent upon FM approval  
\* per FM 5/15/13 OK \*

Please circle appropriate categories

<u>FIRST CLASS</u>	SECOND CLASS	TOBACCO
<u>Restaurant</u>		
Hotel		
Cabaret		
Club		
Commercial Kitchen (a Liquor Control Commercial Caterer's License is needed with this license)		

**FEES:**  
FIRST CLASS LICENSE - \$100.00 to DLC and \$100.00 to Town/City  
SECOND CLASS LICENSE - \$50.00 to DLC and \$50.00 to Town/City  
TOBACCO ONLY LICENSE - \$10.00 to Town/City only  
(there is no fee for tobacco if applying for second class)

TO THE CONTROL COMMISSIONERS OF THE TOWN/CITY OF Burlington, VERMONT  
Application is hereby made for a license to sell malt and vinous beverages under and in accordance with Title 7, Vermont Statutes Annotated, as amended, and certify that all statements, information and answers to questions herein contained are true, and in consideration of such license being granted do promise and agree to comply with all local and state laws, and to comply with all regulations made and promulgated by the Liquor Control Board. Upon hearing, the Liquor Control Board may, in its discretion, suspend or revoke such license whenever it may determine that the law or any regulations of the Liquor Control Board have been violated, or that any statement, information or answers herein contained are false.

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING.

If this premise was previously licensed, please indicate name Merrid Foods

I/we are applying as: (please circle one)

INDIVIDUAL  
PARTNERSHIP  
LIMITED LIABILITY COMPANY  
CORPORATION

Please fill in name and address of individual, partners, directors or members.  
LEGAL NAME STREET, CITY, STATE

R E Corlan 4 Lapointe St Winooski VT 05404  
Donnell Collins 15 Cherry St Milton VT 05468

Are all of the above citizens of the UNITED STATES?  Yes  No  
(Note: Resident Alien is not considered a U.S. Citizen)

If naturalized citizen, please complete the following:

Name Court where naturalized (City/State/Zip) Date

#100. W  
pd chk # 0093  
lo 5/2/13

**CORPORATE INFORMATION:**

If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary)

LEGAL NAME Panache of Brini Inc STREET/CITY/STATE 115 Church St Burlington VT 05401

Date of incorporation \_\_\_\_\_ Is corporate charter now valid? Yes  
Corporate Federal Identification Number 46-2584169

Have you registered your corporation and/or trade name with the Town/City Clerk? \_\_\_\_\_ and/or Secretary of State? Yes (as required by VSA Title 11 § 1621, 1623 & 1625)

**ALL APPLICANTS**

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME?

YES  NO

If yes, please complete the following information (attached sheet if necessary)

Name	Court/Traffic Bureau	Offense	Date

Do any of the applicants hold any elective or appointive state, county, city, village town office in Vermont? (See VSA, T.7, Ch 9, §223) YES  NO If yes, please complete the following information

Name	Office	Jurisdiction

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3

NAME: Robert Coulton  
TITLE: Manager / Partner  
DATE: 4/12/12

(If you have not attended an Education Seminar prior to making application, please visit [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and click on Seminar Schedule for a list of Seminars in your area)

**FOR ALL APPLICANTS: DESCRIPTION / LOCATION OF PREMISES (Section 4)**

Description of the premises to be licensed Leasing First & Second floor - 115 Church St

Does applicant own the premises described? \_\_\_\_\_ If not owned, does applicant lease the premises? Yes

If leased, name and address of lessor who holds title to property Robert Fuller - 30 Creamery - Lincolnton

Are you making this application for the benefit of any other party? No

**FIRST CLASS APPLICANTS ONLY:** No first class license may be issued without the following information

HEALTH LICENSE #: Food Pending Lodging \_\_\_\_\_ (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account # 440-462584169F-01

Business is devoted primarily to (Circle one)  
 FOOD (restaurant) ENTERTAINMENT (cabaret) HOTEL CLUB COMMERCIAL CATERING

If you are considering Outside Consumption service on decks, porches, cabanas, etc you must complete an Outside Consumption Permit This form can be found on our website at [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and then click on licensing and then applications.

**CABARET APPLICANTS ONLY:**

Applicant hereby certifies that the sale of food shall be less in amount or volume than the sales of alcoholic beverages and the receipts from entertainment and dancing, if at any time this should not be the case, the applicant/licensee shall immediately notify the Department of Liquor Control of this fact

Signature of Individual, Partner, authorized agent of Corporation or LLC member \_\_\_\_\_

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

The applicant(s) understands and agrees that the Liquor Control Board may obtain criminal history record information from State and Federal repositories prior to acting on this application.

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the state of Vermont as of the date of this application (V.S.A. Title 32, §313)

In accordance with 21 V.S.A. §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

If applicant is applying as an individual I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order (V.S.A. Title 15, §795)

Dated at Burlington in the County of Chittenden and State of VERMONT  
this 24 day of April 2013

Corporations/Clubs Signature of Authorized Agent Individuals/Partners (All partners must sign)

[Signature]  
[Signature]  
(Title)

[Signature]  
[Signature]

NOTICE: After local action, all new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Liquor Control Board. This process can take anywhere from two weeks to six weeks to complete once the application has reached Liquor Control.

TOWN/CITY APPROVAL/DISAPPROVAL

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit both copies to the Liquor Control Board for suitable action thereon before any license may be granted. For the information of the Liquor Control Board, all applications shall carry the signature of each individual commissioner registering either approval or disapproval. Lease or title must be recorded in town or city before issuance of license.

Town/City \_\_\_\_\_ Vermont \_\_\_\_\_ Date \_\_\_\_\_

APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved/Disapproved by Board of Control Commissioners of the City or Town (circle one) of \_\_\_\_\_  
total Membership \_\_\_\_\_ members present

Attest, \_\_\_\_\_  
City or Town Clerk

TOWN OR CITY CLERK SHALL MAIL ONE APPLICATION DIRECTLY TO THE DEPARTMENT OF LIQUOR CONTROL, 13 Green Mountain Drive, Montpelier, VT 05602. If application is disapproved, local control commissioners shall notify the applicant by letter

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class application shall be considered binding except as taken or made at an open public meeting V.S.A. Title 18§12

SECTION 5111 AND 5121 OF THE INTERNAL-REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:  
THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB) (513) 684-2979  
DEPARTMENT OF THE TREASURY  
550 MAIN STREET, CINCINNATI, OH 45202



ARCHIVES

CORPORATIONS

ELECTIONS

OTHER  
PROGRAMSPROFESSIONAL  
REGULATIONSSECRETARY'S  
DESK

### Tradename Information

Trade Name	LEUNIGS BISTRO & LOUNGE
Status	Active
File Number	0178888
City State Zip	BURLINGTON VT
Description	RESTAURANT
Registration Date	04/24/2013
Expiration Date	06/23/2018
Member 1	PANACHE OF PARIS INC
Address	115 CHURCH ST
City State Zip	05401
Corporation Owner1	PANACHE OF PARIS, INC.

Above accurate as of 05/01/2013

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[Vermont State Page](#) [Disclaimer](#)

This Web Page is



STATE OF VERMONT  
OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Incorporation

to

**PANACHE OF PARIS, INC.**

a Vermont domestic corporation, effective April 15, 2013

April 19, 2013

Given under my hand and the seal  
of the State of Vermont, at  
Montpelier, the State Capital

*James C. Condos*

James C. Condos  
Secretary of State



4/1/2013

V 7442660

**ARTICLES OF INCORPORATION** (Vermont profit T.11A)

Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104 (802-828-2386)

**Corporate Name:**

Panache of Paris, Inc.

(Alternate name - if first choice is not available)

Corp type: check one:  General (T.11A)  Professional (T.11,Ch.4)  
 Close (T.11A,Ch.20)  Benefit (T.11A,Ch.21)

**State a brief Purpose here:**

own and operate Leunig's Bistro & Lounge, or any other legal activity

**Registered agent's name**

Joy Karnes Limoge, Esq.

**Registered agent's address: (street, city and zip code in VT)**

600 Blair Park Rd Suite 280, Williston, VT 05495

**Principal office address: (street, city, state and zip code)**

115 Church Street, Burlington, VT 05401

2013 APR 5 PM 12:42  
SECRETARY OF STATE  
CORPORATIONS

**Fiscal operating year end (month):** Unless stated otherwise DEC will be designated.

December

A corporation is required to file an annual report within 2½ months of the close of its fiscal year. Failure to file may result in termination of the its charter. Reports are obtained and filed online.

**Number of shares the corporation is authorized to issue:**

One Hundred (100)

**Classes of shares (common/preferred/etc.) & number of shares authorized to issue, in each:**

One (1)

One or more classes of shares that together have unlimited voting rights:

One or more classes of shares (which may be the same class with voting rights) that together are entitled to receive the net assets of the corporation upon dissolution:

One (1)

**PROFESSIONAL** corporations must provide the name, address, profession, license number & expiration date of not less than one-half of its directors and officers.

**CLOSE Corporation:** Corporations designated as "close" shall include the provisions listed below. Simply check the box accepting each provision, adding specific information as it applies.

The provisions of T.11A apply to close corporations in the absence of a contrary or inconsistent provision in Chapter 20. A corporation whose status terminates as a close corporation becomes subject the obligations and rights of a general corporation.

- This corporation is a close corporation and each certificate for shares shall note this fact;
- All the issued and outstanding stock of all classes shall be held of record by not more than 35 persons;
- Each certificate for shares shall further note any provisions set forth in the articles of incorporation and described in 11A, V.S.A. § 20.02(5);
- The corporation shall make no offering of any of its shares of any class which would constitute a "public offering" within the meaning of the U.S. Securities Act of 1933 (15 U.S.C. § 77 et seq);
- All issued and outstanding shares of all classes shall be represented by certificates and shall conform in the form and content to the requirements of 11A, V.S.A. § 6.25 ;
- Shares transfer restrictions, if any:

As defined and set forth in the corporate ByLaws

- Dissolution provisions, if any:

As defined and set forth in the corporate ByLaws

- Managed with a board of directors?

**DIRECTORS'S names and addresses:** A board of directors of a corporation which is not a close corporation dispensing with a board of directors must consist of one or more individuals, with the number specified in or fixed in accordance with these articles or bylaws. The number of directors may be increased or decreased by amendment. (T.11A, 8.03).

Donnell Collins, 115 Church St., Burlington, VT 05401

Bob Conlon, 115 Church St., Burlington, VT 05401

**Benefit Corporation:** List the name of the benefit director and the benefit officer below.

Name of benefit director:

Name of benefit officer:

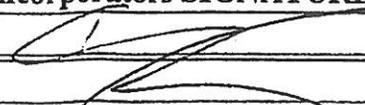
2013 APR 15 PM 12:42  
VERMONT  
SECRETARY OF STATE  
CORPORATIONS

One or more natural persons of majority age (18) may act as incorporator.

Incorporators printed name:

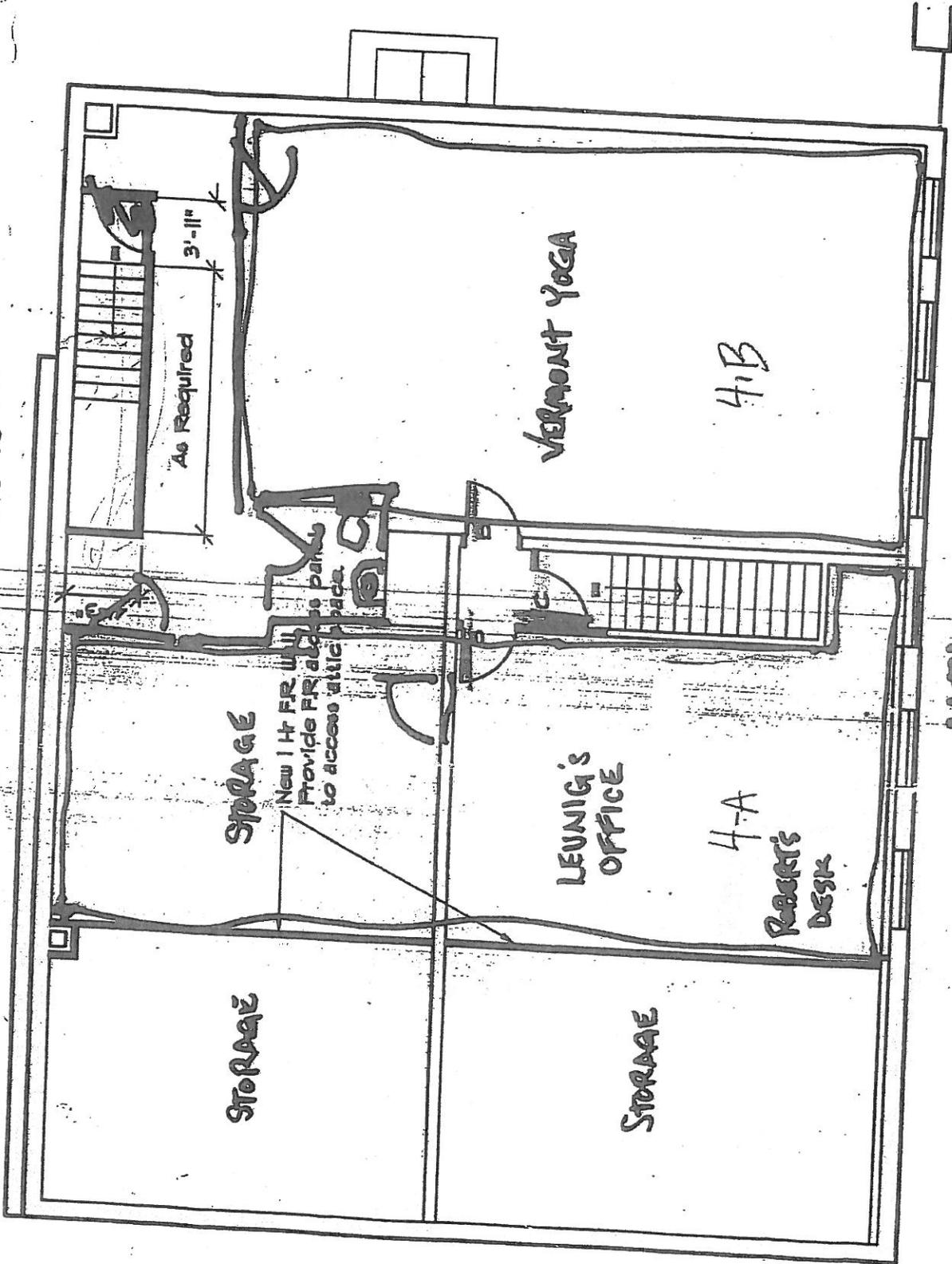
Donnell Collins

Incorporators SIGNATURE & ADDRESS:

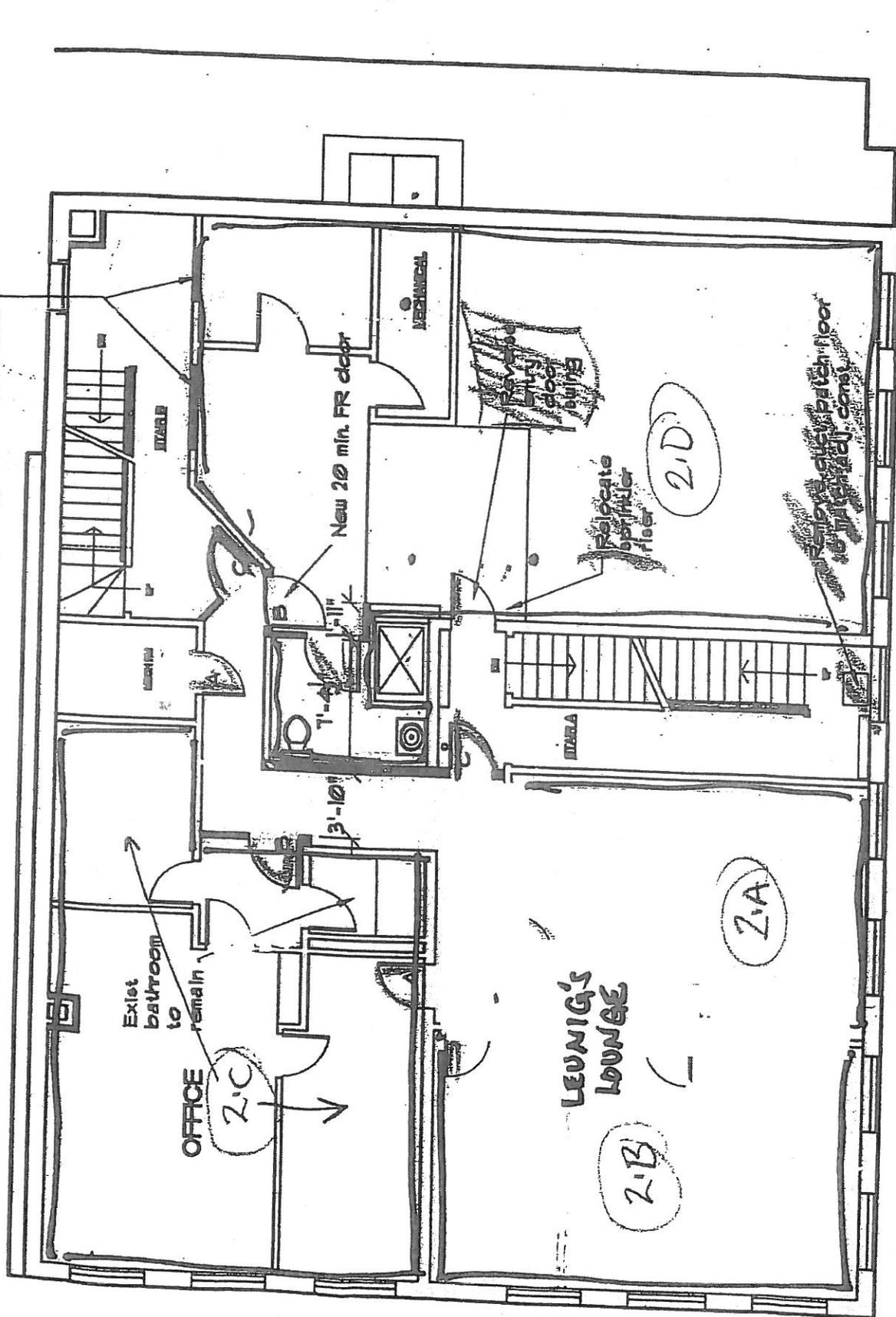
 115 Church St Burlington VT 05401

**\$75.00 FEE** File in duplicate with a self-addressed envelope. If a delayed effective date is not specified, it is effective the date it is approved. A delayed date cannot be later than 90 days after the filing. Effective date, if applicable:

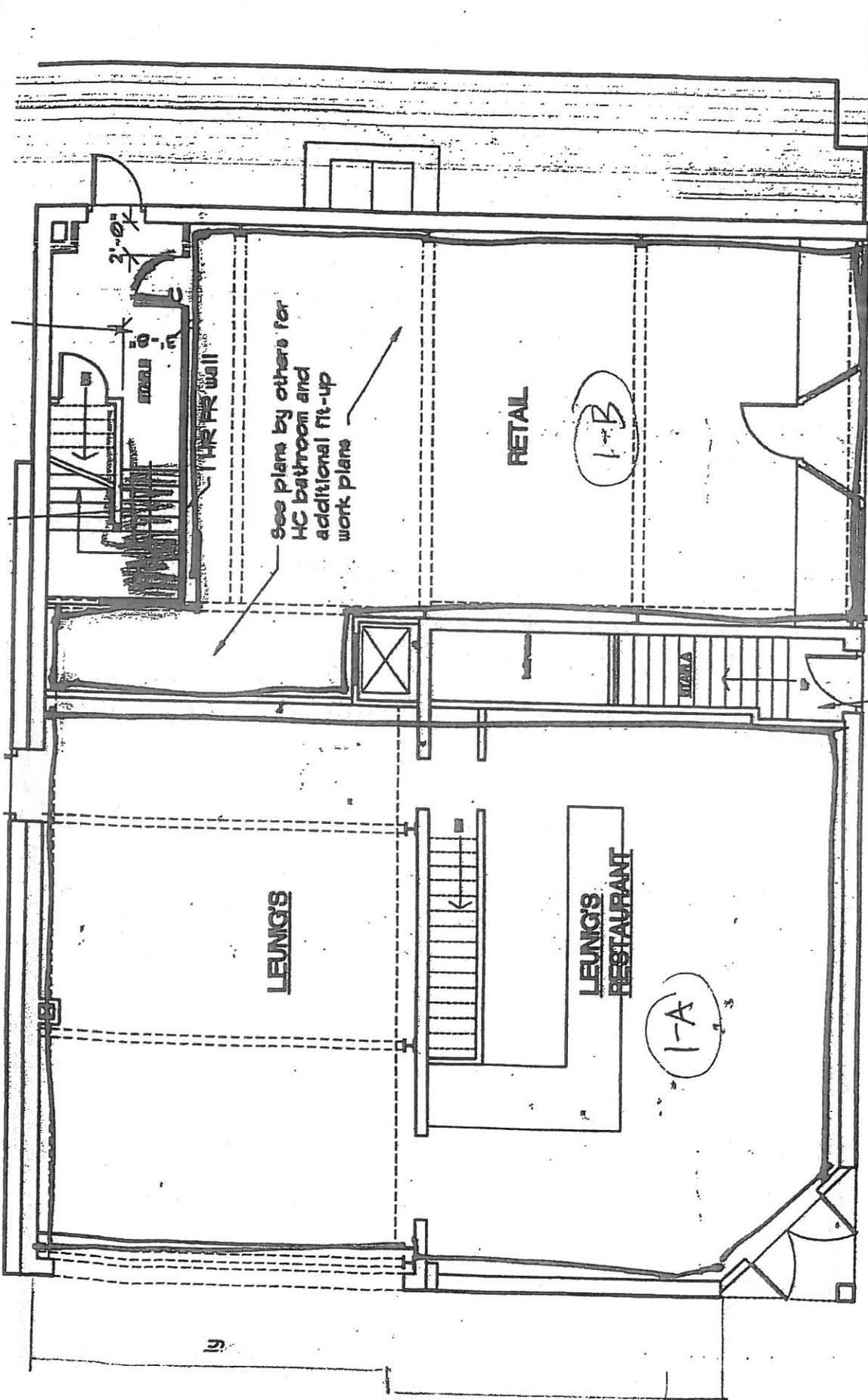
EXHIBIT A ALL HIGHLIGHTED AREAS ARE INCLUDED IN LEUNIG'S REANT



4TH FLOOR

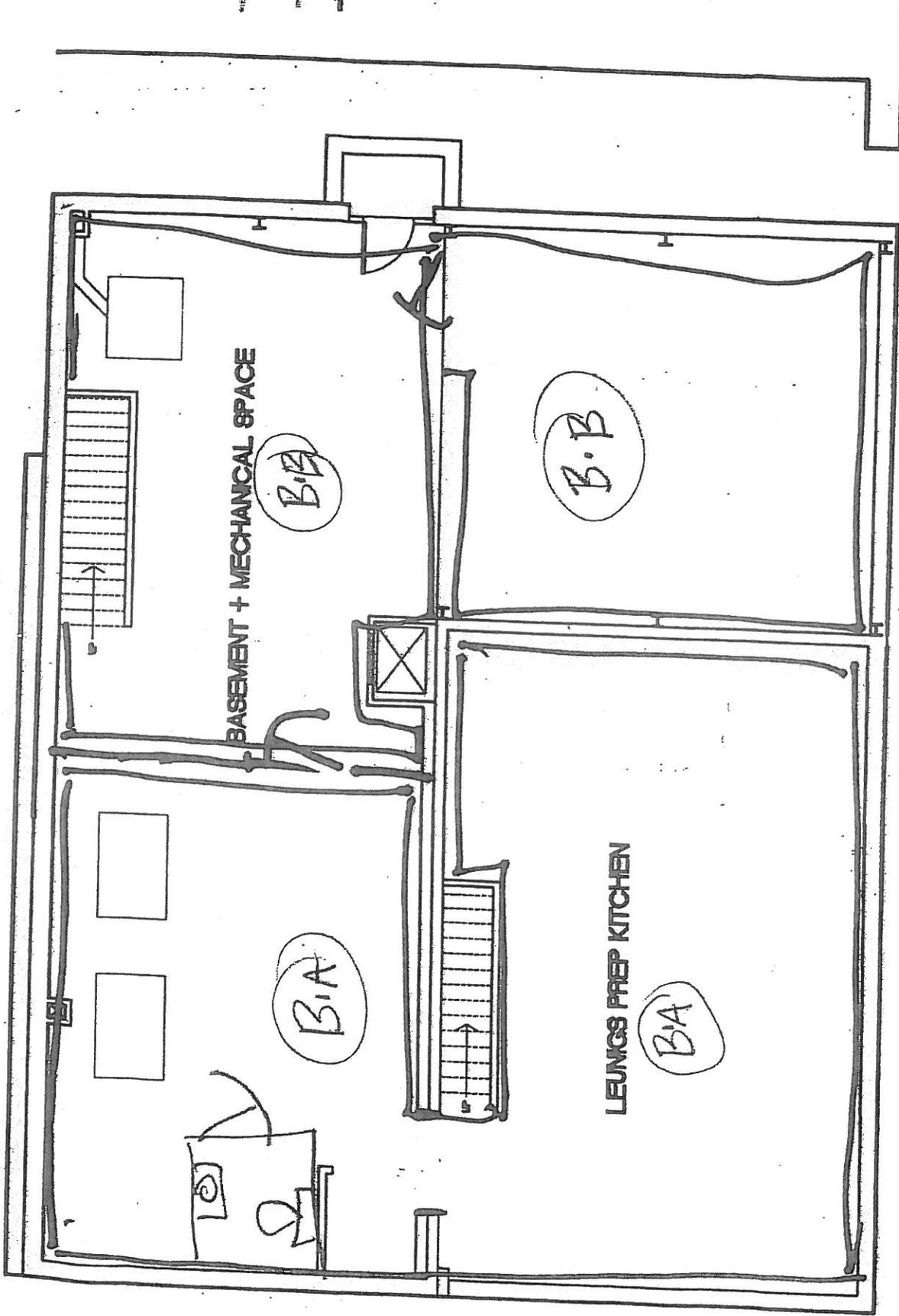


2<sup>ND</sup> FLOOR



Remove OH duct to 2nd fl.  
Relocate per Mech plans

# 1ST FLOOR



BASEMENT

1/10/2014  
1/10/2014  
1/10/2014



May 1, 2013 --- April 30, 2014

CITY OF BURLINGTON
Annual Outside Consumption Renewal Form

[X] New [ ] Renewal

PART I--ORGANIZATION

All information is required

- 1. Corporation/Sole Proprietor name Parade of Pines Inc
2. D/B/A (Business Name) Leungs 3. Bus. Phone 802-862-5304
4. Business Address 115 Church St
5. Contact person Bob Curran 6. Contact Phone 802-862-5306
7. Email Address bob@leungsbbistro.com

PART II--OPERATION

1. Requested period of operation:

Months: March to November year round use

2. Requested times of operation:

Sunday 7 Am - 12 Am Wednesday 11 Am - 12 Am Saturday 9 Am - 12 Am
Monday 11 Am - 12 Am Thursday 11 Am - 12 Am
Tuesday 11 Am to 12 Am Friday 11 Am - 12 Am

PART III--DESCRIPTION

44 seats total

- 1. Proposed Dimensions 15 x 30
2. Is it a patio, deck, alleyway etc. patio/sidewalk
3. Is it on City property? yes If yes, do you have a current license agreement? yes

Please provide a detailed description of the area and its planned use on the back of this form.

\* recommended for approval @ 5/7/13 to mtg
lo

May 1, 2013 ---- April 30, 2014

Annual outside Consumption Renewal Form -Page 2

Detailed description

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant

*R.E. Carter*

Date:

4/24/13

Print Signature

R.E. Carter

APPROVED BY LOCAL CONTROL COMMISSION \_\_\_\_\_

SENT TO DEPARTMENT OF LIQUOR CONTROL \_\_\_\_\_

FINAL APPROVAL BY DEPARTMENT OF LOCAL CONTROL \_\_\_\_\_



May 1, 2013 --- April 30, 2014

# CITY OF BURLINGTON ENTERTAINMENT PERMIT APPLICATION

- New  Renewal
- Indoor  Indoor
- Outdoor  Outdoor

## PART I ORGANIZATION

All information in this section is required

- Corporation/Sole Proprietor name Panache of Paris Inc
- D/B/A (Business Name) Leauge 3. Bus. Phone 802-862-5306
- Business Address 115 Church St
- Mailing Address 115 Church St
- Contact person Bob Carter 7. Contact Phone 802-862-5306
- Email contact address mt1@leauge-bistro.com

## PART II OPERATION

- Occupancy Load 138 2. # of Restrooms 7 3. # of Egresses 3
- Date of last Fire/Safety Check 2/13 5. Dancing by Patrons? Yes or No
- Amplified Music? Yes or No

## PART III TYPE OF ENTERTAINMENT

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

- Live Instrumental Music  Live Vocal Music  Jukebox
- Disc Jockey  Karaoke

\*\*\*Please give additional description for any selections below on the next page (REQUIRED)

### \*\*\*Floor/Stage Shows

- Fashion Show/Trade Show/Exhibition
- Readings
- Stage Play/Pantomime
- Comedian
- Dance Performance
- Contests/Games/Amusements
- Movies
- Other

pdchk # 0094  
 Jo 5/2/13 [Signature]

(Continued on back)

Additional description

(REQUIRED): LIVE INSTRUMENTAL, LIVE VOCAL, LIGHT JAZZ, Fashion Show

**PART IV  
PROPOSED HOURS OF ENTERTAINMENT**

WEEKDAYS	ENTERTAINMENT HOURS
Sunday	11 AM - 12 AM
Monday	11 AM - 12 AM
Tuesday	11 AM - 12 AM
Wednesday	11 AM - 12 AM
Thursday	11 AM - 12 AM
Friday	11 AM - 12 AM
Saturday	11 AM - 12 AM

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

DATE SIGNED: 5/2/13

SIGNATURE OF APPLICANT 

PRINT NAME: AMY BERNHART

RELATIONSHIP TO BUSINESS manager

**OFFICE USE ONLY**

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 5/7/13, the Burlington City Council License Committee recommended  
Approval  Denial \_\_\_\_\_

At their meeting of \_\_\_\_\_, the Burlington City Council \_\_\_\_\_ this entertainment permit application.



May 1, 2013 ---- April 30, 2014

# CITY OF BURLINGTON ENTERTAINMENT PERMIT APPLICATION

- New  Renewal
- Indoor  Indoor
- Outdoor  Outdoor

## PART I ORGANIZATION

All information in this section is required

- Corporation/Sole Proprietor name PARACHE OF PARTS INC
- D/B/A (Business Name) LENNES BISTRO 3. Bus. Phone 802-862-5306
- Business Address 115 CHURCH ST BURLINGTON VT 05401
- Mailing Address SAME
- Contact person BOB CONLOW 7. Contact Phone 802-862-5306
- Email contact address mail@kennigsbistro.com

## PART II OPERATION

- Occupancy Load 44 2. # of Restrooms 4 3. # of Egresses 0
- Date of last Fire/Safety Check 2/13 5. Dancing by Patrons? Yes or No
- Amplified Music? Yes or No

## PART III TYPE OF ENTERTAINMENT

Please identify with a check mark the entertainment for which you are applying. Check all that apply.

- Live Instrumental Music  Live Vocal Music  Jukebox
- Disc Jockey  Karaoke

\*\*\*Please give additional description for any selections below on the next page (REQUIRED)

\*\*\*Floor/Stage Shows

- Fashion Show/Trade Show/Exhibition
- Readings
- Stage Play/Pantomime
- Comedian
- Dance Performance
- Contests/Games/Amusements
- Movies
- Other

*pd chk #0095*  
*to 5/2/13*  
*\$100.00*

(Continued on back)

Additional description

(REQUIRED): LIVE VOCAL, LIVE JAZZ, FASHION SHOW, LIVE INSTRUMENTAL

\_\_\_\_\_  
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**PART IV  
PROPOSED HOURS OF ENTERTAINMENT**

WEEKDAYS	ENTERTAINMENT HOURS
Sunday	11AM - 12AM
Monday	11AM - 12AM
Tuesday	11AM - 12AM
Wednesday	11AM - 12AM
Thursday	11AM - 12AM
Friday	11AM - 12AM
Saturday	11AM - 12AM

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

DATE SIGNED: 5/2/13

SIGNATURE OF APPLICANT 

PRINT NAME: Amy Bernhardt

RELATIONSHIP TO BUSINESS manager

OFFICE USE ONLY

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 5/7/13, the Burlington City Council License Committee recommended  
Approval X Denial \_\_\_\_\_

At their meeting of \_\_\_\_\_, the Burlington City Council \_\_\_\_\_ this entertainment permit application.



**CORPORATE INFORMATION:**

If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary).

LEGAL NAME

STREET/CITY/STATE

Adam Gross PO Box 967 Burlington VT 05402  
Mikaela Roman " " "

Date of incorporation 2005 Is corporate charter now valid? yes

Corporate Federal Identification Number 201607831

Have you registered your corporation and/or trade name with the Town/City Clerk? yes and/or Secretary of State? yes (as required by VSA Title 11 § 1621, 1623 & 1625).

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3.

Please include a copy of your training certificate with this application

NAME: SARAH GONYEAU  
TITLE: ADMINISTRATOR / Manager  
DATE: 5/8/13

(If you have not attended an Education Seminar prior to making application, please visit [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and click on Seminar Schedule for a list of Seminars in your area)

**ALL APPLICANTS MUST COMPLETE AND SIGN BELOW**

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, §3113).

In accordance with 21 VSA, §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

If applicant is applying as an individual: I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or am in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, §795).

Dated at \_\_\_\_\_ in the County of USA and State of VT,  
this 14 day of MAY, 2013

Corporations/Clubs: Signature of Authorized Agent

Individuals/Partners: (All partners must sign)



**TOWN/CITY CLERKS MUST SIGN THIS APPLICATION BELOW**

Town/City Clerk Signature

DATE

TOWN OR CITY CLERK SHALL MAIL, FAX or EMAIL COPY OF APPLICATION DIRECTLY TO:  
DEPARTMENT OF LIQUOR CONTROL, 13 GREEN MOUNTAIN DRIVE, MONTPELIER, VT 05602  
Phone: 802-828-2339 Fax: 802-828-1031 Email: DLC-enf.lic@state.vt.us

Vermont Department of Liquor Control  
**Certificate of Second Class Seminar Attendance**

Name (print):

Signature:

Date:

Investigator's Signature:

SARAH-MAE GUNNEAL
<i>[Signature]</i>
5/2/13
<i>[Signature]</i>

(expires two years from above date)

**Certificate of Second Class Seminar Attendance**

Category (circle one): Owner  Director  Partner  Manager  Employee

Corporation Name: BERNATION INC.

Business Name: The Beacon Tavern

Street and Town: Main St. Burlington

Seminar held in: Shelburne Town/City

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**TRANSPARENCY, LIQUIDITY,  
AND THE FISCAL STABILITY BONDS**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, in November, 2012, Burlington voters authorized the issuance of General Obligation Bonds for Working Capital Reserve Funds (also known as Fiscal Stability Bonds) in an amount not to exceed \$9 million for the purposes of: improving the City’s liquidity, avoiding further downgrades of the City’s credit rating, and addressing a portion of the fund balance deficit created by the unauthorized and currently unrecoverable spending on Burlington Telecom (BT); and

WHEREAS, on April 18, 2013 the Board of Finance approved the issuance of \$9 million of Fiscal Stability bonds at a price resulting in a total interest cost of \$4.02 million over fifteen years, which will be offset by reduced interest costs as a result of short-term borrowing, savings on short-term and long-term borrowing as a result of the City’s maintained and, when applicable, improved credit rating; and

WHEREAS, unlike General Obligation bonds issued for the purpose of public capital improvements such as those underway at the Waterfront Access North project, the Waterfront Bike Path Project, and the Cherry Street Project, the public benefits of the Fiscal Stability Bonds are less visible to the public; and

WHEREAS, this City Council desires to be transparent and accountable in reporting to the public on the outcomes of the Fiscal Stability Bonds;

NOW, THEREFORE, BE IT RESOLVED that the City Council requests that the Chief Administrative Officer (CAO) report quarterly to the Board of Finance the City’s cash deficits, the unassigned fund balance, and the liquidity position of the City; and

BE IT FURTHER RESOLVED that, commencing July 1, 2014, the CAO report annually to the Council on the use of Fiscal Stability Bonds proceeds, including but not limited to the reduction of the use of Tax Anticipation Notes, and on the effects of such measures on the liquidity position of the City, making reasonable efforts to differentiate between improvements to liquidity resulting from the Fiscal Stability Bonds, and improvements to liquidity from other sources and actions; and

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ACCOUNTABILITY, LIQUIDITY,  
AND THE FISCAL STABILITY BONDS

BE IT FURTHER RESOLVED that the CAO’s annual report to the City Council on the use of Fiscal Stability Bonds proceeds shall include the effect on the City’s short and long-term borrowing costs of replacing short-term financing with Fiscal Stability Bonds, and shall make reasonable efforts to project what the City’s short-term and long-term borrowing costs would have been in the absence of the issuance of the Fiscal Stability Bonds.

Thirteen

BUILDINGS AND BUILDING CONSTRUCTION  
Appeals from Order

That Chapter 8, Buildings and Building Construction, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 8-8, Appeals from order, thereof to read as follows:

**Sec. 8-8. - Appeals from order.**

(a) Any owner of a building or structure, or any other interested person, including any official of the city, may appeal to the board of appeals any action or failure to act by a building inspector, except as provided in section 8-47 in an abatement action. A request for appeal shall be made by filing a notice of appeal with the administrator of the department of public works within ten (10) days of receiving actual notice of the order or action complained of ~~a notice of appeal~~ setting forth in detail his or her grievances. The administrator of the department of public works shall notify the chairperson of the appeals board of the notice of appeal forthwith. The board shall meet upon notice of the chairperson within ~~ten (10)~~ forty-five (45) days of the filing of the notice of appeal. All hearings shall be public, and all interested parties shall be given an opportunity to be heard and to present evidence and arguments.

(b) The board of appeals shall consist of the members of the public works commission and shall each have terms on the board of appeals concurrent with their individual terms as commissioners.

The board shall select one of its members to serve as secretary ~~chairman~~ who shall call and chair meetings and who shall keep a detailed record of all proceedings on file.

A member of the board shall not pass on any question in which that member has any fiduciary, personal, or financial interest, or which otherwise constitutes a conflict of interest.

BUILDINGS AND BUILDING CONSTRUCTION  
Appeals from Order

(c) ~~Three (3)~~ Four (4) members of the board must be present to constitute a quorum. That board shall affirm, modify or reverse an action appealed by a majority vote of the members present. A tie vote shall be an affirmance of the decision from which the appeal is taken. The board shall give written notice of its decision, which shall include findings of fact and all necessary orders, to all interested parties no later than thirty (30) days after the date of the hearing. The building inspector may take action in accordance with the decision of the board immediately upon the sending of the written decision to all interested parties.

(d) Any interested person may appeal a decision of the board of appeals by instituting relief in the Chittenden Superior Court under V.R.C.P. 74

\* Material stricken out deleted.

\*\* Material underlined added.

		5/16/2013	
Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator			
Meeting Date	Type of Document	Action Requested	Return to Council
1/9/2012	Resolution: Creation of a Financial Literacy Web Page	progress report to the Council by the Interim CAO	2/13/2012
2/13/2012	Resolution: Ongoing and Future Relationship Between the City of Burlington and the University of Vermont	report due back to the Council by the Community Development and Neighborhood Revitalization Committee	3/26/2012
7/16/2012	Resolution: Appointment of Airport Strategic Planning Committee	progress report and a final report and recommendations due back to the City Council	10/29/12; on or before 1/7/13
8/13/2012	Resolution: Strategic Plan Re Fiscal Health of the City	Board of Finance and the C/T Office will work to produce a strategic plan and present said plan to the Council in a worksession	1/7/13; 1/28/13
8/13/2012	Resolution: Landlord Accountability	report due back to CD & NR Committee from the Code Enforcement Office	not-specified
11/26/2012	Resolution: Moving Urban Agriculture Issues Forward	Board of Health to report back to the Council; Planning Commission to report back to the Council	by 04/15/13; by 04/29/13
1/7/2013	Resolution: Charter Change to Prohibit Assault Weapons and High Capacity Clips	Public Safety Committee to convene a series of public hearings and work together with the BSD, BPD, Howard Services and the State Attorney's Office and other relevant organizations to make our schools and City as safe as can be	not-specified
1/28/2013	Resolution: Changes to the Composition of the Ward Redistricting Committee	report on timeline for the redistricting process	4/15/2013
3/11/2013	Resolution: Commission and Board Appointment Process	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/11/2013	Resolution: Survey to Determine if Commissions and Boards are Functioning Optimally	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/18/2013	Communication: Burlington Committee on Accessibility Strategy and Plan	future action to be taken	not-specified
4/15/2013	Resolution: Proposed Amendments to Appendix B Rules and Regulations of The City Council	postpone action for now	post City Council Retreat
4/29/2013	Resolution: Mandatory Wheeled Covered Recycling Toters	report due back from the Ordinance Committee with a proposed Ordinance Change	15-Jul-13

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**AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO MAINTAIN TABLES AND CHAIRS ON A  
PORTION OF THE CITY’S RIGHT-OF-WAY WITH  
BUENO Y SANO**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, BUENO BURLINGTON, INC. d/b/a BUENO Y SANO of Burlington, Vermont (hereinafter BUENO Y SANO) is an establishment doing business in a commercial building located at 213 College Street. in the City of Burlington, Vermont; and

WHEREAS, BUENO Y SANO desires to place 3 tables and 6 chairs in the public right-of-way in front of its establishment at 213 College Street; and

WHEREAS, BUENO Y SANO wishes to enter into a License Agreement with the City for such tables and chairs; and

WHEREAS, the placement of the respective tables and chairs has been reviewed and approved by the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes BUENO Y SANO to place 3 tables and 6 chairs covering an area of 48 sq. ft. on a portion of the public right-of-way adjacent to its establishment at 213 College Street. as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

**LICENSE AGREEMENT FOR TABLES AND CHAIRS**  
**WITH BUENO Y SANO**  
**2013-2014 SEASON**

This LICENSE 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 (hereinafter CITY) and BUENO BURLINGTON, INC. d/b/a BUENO Y SANO, a commercial establishment located at 213 College Street, Burlington, Vermont (hereinafter BUENO Y SANO or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 213 College Street; and

WHEREAS, BUENO Y SANO stated on its application (attached hereto as Exhibit A) that it wishes to place 3 tables and 6 chairs on the sidewalk area in front of the building at 213 College Street; and

WHEREAS, BUENO Y SANO has stated in its permit application that there are no physical barriers around the tables and chairs and they will cover a 48 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and BUENO Y SANO enter into the following License Agreement:

1. TERM

The CITY grants to BUENO Y SANO (hereinafter LICENSEE) a license to place 3 tables and 6 chairs covering an area of 48 sq. ft. on the public right-of-way at 213 College

Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain tables and chairs on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The tables and chairs are to be placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the tables and chairs in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and any damage to the tables and chairs is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The tables and chairs shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The tables and chairs shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the tables and chairs. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the tables and chairs and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the Endorsement shall be attached as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its 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. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the tables and chairs.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, 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.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

12. This License Agreement supersedes all other License Agreements executed for this location.

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

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

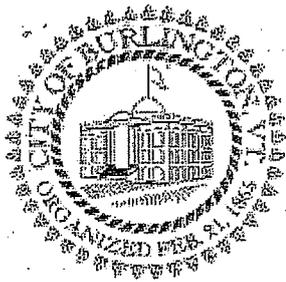
\_\_\_\_\_  
Witness

BUENO BURLINGTON, INC.  
d/b/a BUENO Y SANO

By: \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Witness





OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

CITY ATTORNEY'S OFFICE  
 APR 23 2013  
 RECEIVED

**Encumbrance Application / Renewal**

Effective 04/30/2013 - 04/30/2014

WILL LOWRY  
 BUENO Y SANO  
 213 COLLEGE STREET, BURLINGTON, VT 05401

DATE: Wednesday, February 6, 2013  
 PHONE: 864-9900 310-8890  
 FAX: 864-9911 EMAIL: buenoyvano@verizon.net  
 EMAIL:

DBA NAME: BUENO Y SANO

COMPANY: BUENO BURLINGTON, INC.

LOCATION: 213 COLLEGE STREET

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

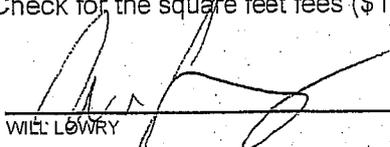
Placement of Encumbrance: 3 30' tables and 6 small chairs on the city sidewalk adjacent to the storefront. The tables and chairs will occupy a space approximately 48 sq feet. The tables and chairs will be at least 5 feet away from the store front allowing at least 5ft of unencumbered pedestrian passage.

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 48

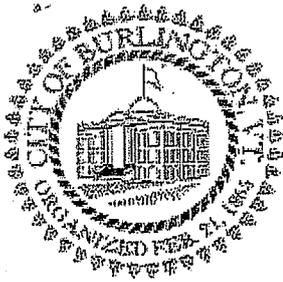
**PLEASE ATTACH:**

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \_\_\_\_\_

Signature  Date 4/15/13  
 WILL LOWRY

For office use only: Amount received \$ 73.00 on 4/15 Check # 1246 Sent to DPW: 4/19  
 Sent to Attorney: 4/23

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

**Encumbrance DPW Approval Form**

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: BUENO Y SANO

DATE: Friday, April 19, 2013

COMPANY: BUENO BURLINGTON, INC.

PHONE: 864-9900 310-8890

LOCATION: 213 COLLEGE STREET

FAX: 864-9911 EMAIL: buenoyvano@verizon.net

MAILING ADDRESS: WILL LOWRY

213 COLLEGE STREET, BURLINGTON, VT 05401

**RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC**

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: TABLES / CHAIRS @ CURB SIDE

4. A 48 square foot placement of 3 30' TABLES AND 6 SMALL CHAIRS ON THE CITY SIDEWALK ADJACENT TO THE STOREFRONT. THE TABLES AND CHAIRS WILL OCCUPY A SPACE

**DEPARTMENT OF PUBLIC WORKS**

Approved? Yes

*RENEWAL - SAME AS PREVIOUS YEAR*

No

Explain: PEDESTRIAN WALKWAY - 5' MIN CLEARANCE

Signature Ron Gore

Date: 07/23/13

*Exhibit B*

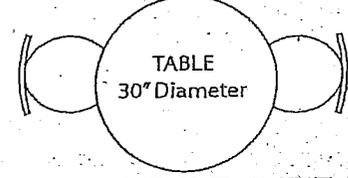
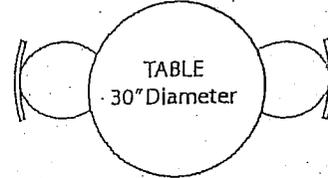
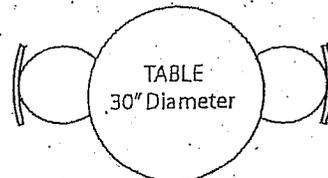
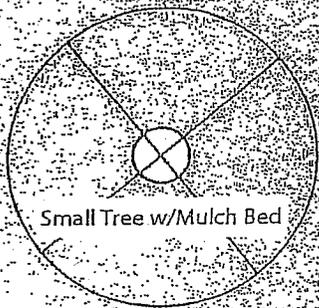
VT AVACHASO TADLLI

*E. X. Smith*

College Street

Curb

Parking Meter



Encumbered  
3' x 16'  
48 sqft

SIDEWALK  
Unencumbered Width  
5' 4"

SIDEWALK  
Total Width: 11'

10'-0"

18'

Bueno Y Sano - Storefront  
213 College St.

Entry Door  
Access to Bueno Y Sano  
Office and Storage



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2013

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 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> Cheeseman Insurance Group 84 Pine Street Suite 602 Burlington VT 05401	<b>CONTACT NAME:</b> David Szarkowski <b>PHONE (A/C No. Ext):</b> (802) 861-4800 Ext 106 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C No.):</b> (802) 861-4801																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Travelers																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Bueno Burlington Inc 213 College Street Burlington VT 05401-830																					

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	680-5649L102	08/09/2012	08/09/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-5649L581	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is listed as Additional Insured regarding General Liability Insurance.  
Tables and chairs in front of 213 College Street, Burlington VT 05401.

<b>CERTIFICATE HOLDER</b> City of Burlington Clerk/Treasurer's Office Encumbrance Application Dept. 149 Church Street Burlington, VT 05401	<b>CANCELLATION</b> 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 
---	--

Exhibit D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

### CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we is-

sued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of pre-

*Exhibit E*

POLICY NUMBER: I-680-5649L102-ACJ-12

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 04-15-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of person or organization:

CITY OF BURLINGTON  
CLERK/TREASURER'S OFFICE  
ENCUMBRANCE APPLICATION DEPT

149 CHURCH STREET

BURLINGTON

VT 05401

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO ERECT AND MAINTAIN A SIGN ON A PORTION OF THE  
CITY’S RIGHT-OF-WAY WITH HOTEL VERMONT

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, 41 CHERRY ST., LLC d/b/a HOTEL VERMONT of Burlington, Vermont (hereinafter HOTEL VERMONT) is an establishment doing business in a commercial building located at 41 Cherry Street in the City of Burlington, Vermont; and

WHEREAS, HOTEL VERMONT desires to erect and maintain a monument sign on a portion of the public right-of-way in front of its building located at 41 Cherry Street; and

WHEREAS, HOTEL VERMONT wishes to enter into a License Agreement with the City for such sign; and

WHEREAS, the placement of the sign has been reviewed and approved by the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes HOTEL VERMONT to erect and maintain a sign covering an area of 19.54 sq. ft. on a portion of the public right-of-way in front of its building located at 41 Cherry Street as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Weinberger be and hereby is authorized to execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

**LICENSE AGREEMENT FOR SIGN WITH HOTEL VERMONT**  
**2013-2014 SEASON**

This LICENSE 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 (hereinafter CITY) and 41 CHERRY ST., LLC d/b/a HOTEL VERMONT, a commercial establishment located at 41 Cherry Street, Burlington, Vermont (hereinafter HOTEL VERMONT or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 41 Cherry Street and

WHEREAS, HOTEL VERMONT stated on its application (attached hereto as Exhibit A) that it wishes to erect and maintain a monument sign on the public right-of-way directly in front of 41 Cherry Street as shown in the attached photo (hereinafter "sign"); and

WHEREAS, HOTEL VERMONT has stated in its permit application that there are no physical barriers around the sign and it will cover a 19.54 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and HOTEL VERMONT enter into the following License Agreement:

1. TERM

The CITY grants to HOTEL VERMONT (hereinafter LICENSEE) a license to erect and maintain a sign covering an area of 19.54 sq. ft on the public right-of-way at 41 Cherry Street for a term commencing as of the date of execution of this Agreement and terminating

on April 30, 2014 or sooner as provided herein.

2. LOCATIONS

LICENSEE may erect, use and maintain a sign in the public right-of-way (hereinafter referred to as the premises) for advertising and other purposes. It must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan and photos are attached hereto as Exhibit C1-C4.

3. MAINTENANCE

- a. LICENSEE shall maintain the sign in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to it is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The sign shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The sign shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.
- e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the sign. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the sign and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

- a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.
- b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the

CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E

c. The certificate of insurance shall be provided annually on or before its 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. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

#### 7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

#### 8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the sign.

#### 9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, 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.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

By: \_\_\_\_\_

Miro Weinberger, Mayor  
Duly Authorized

41 CHERRY ST., LLC  
d/b/a HOTEL VERMONT

\_\_\_\_\_  
Witness

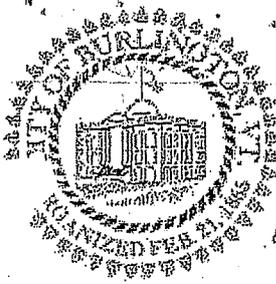
By: \_\_\_\_\_

Duly Authorized

\_\_\_\_\_  
Witness

lb/c: GM 2013/License Agree for Encumbrance – HOTEL VERMONT, 141 Cherry St. (Sign) 2013  
4/29/13





CITY ATTORNEY'S OFFICE  
 APR 22 2013  
 RECEIVED

RECEIVED  
 MAR 17 2013  
 CLERK/TREASURER'S OFFICE

OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

Encumbrance Application / Renewal

DBA NAME: HOTEL VERMONT DATE: MARCH 6, 2013  
 CONTACT NAME: JAY CANNING PHONE: 238-6284  
 MAILING ADDRESS: 25 CHERRY ST. FAX: 862-1179  
BURLINGTON, VT EMAIL: JAY.CANNING@COMCAST.NET  
05401

DBA NAME: HOTEL VERMONT  
 COMPANY: 41 CHERRY ST LLC  
 LOCATION OF ENCUMBRANCE: 41 CHERRY STREET

APR 22 2013  
 RECEIVED

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: ① 5'7" x 3'6" x 18" MONUMENT SIGN 20.3 SF  
RESEARCHING PROTECTIVE BASE PER RON GORE.  
② THREE FLAG POLES PROJECTING OVER SIDEWALK  
APPROXIMATELY 8' x 4" MAX WIDTH 6 SF

Total Square Feet (\$1.00 per SF): 26.3 SF

PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$51.30

Signature: [Signature] Date: 3/6/13

For office use only: Amount received \$ 51.30 on 3/21 Check # 7  
 Sent to DPW: 3/21 Sent to Attorney: \_\_\_\_\_

Exhibit A



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

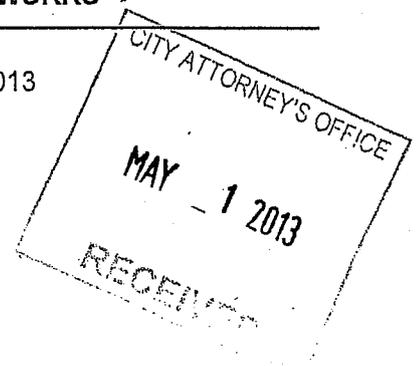
**Encumbrance DPW Approval Form**

Effective 05/01/2013 - 04/30/2014

**ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS**

DBA NAME: Hotel Vermont  
 COMPANY: 41 Cherry Street LLC  
 LOCATION: 41 Cherry Street  
 MAILING ADDRESS: Joe Carton

DATE: Wednesday, May 1, 2013  
 PHONE: 316-2960  
 FAX:



**RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC**

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: SEE ATTACHED SHEET

4. A 26 square foot placement of 1: 5'X7" X 3'6" X 18" MONUMENT SIGN 20.3 SF RESEARCHING PROTECTION BASE PER RON GORE

**DEPARTMENT OF PUBLIC WORKS**

Approved? Yes   
 No

Explain: SEE ATTACHED DESCRIPTION/REQUIREMENTS

Signature Ron Gore

Date: 05/02/13

*Exhibit B-1*



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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

**Steven Goodkind, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

HOTEL VERMONT ENCUMBRANCE REQUEST / DESCRIPTION / REQUIREMENTS 

- 1) FREE STANDING SIGN, MOUNTED ON GREENBELT AREA (ON PAVERS)  
MOUNTED A MINIMUM OF 4' EAST OF CURB TO MAINTAIN A LINE OF SIGHT OF  
ONCOMING VEHICLES TRAVELING WEST ON CHERRY STREET, FOR VEHICLES  
EXITING THE HOTEL PAKING GARAGE 19.54 S.F.
- 2) HOTEL SIGN MOUNTED FLUSH ABOVE ENTRY DOORWAY, NOT ABOVE  
SIDEWALK
- 3) FREESTANDING SANDWICH BOARD TYPE SIGN FOR NOTIFICATION OF DROP  
OFF AREA. WILL REQUIRE A SANDWICH BOARD PERMIT ISSUED BY DPW
- 4) GARAGE SIGN MOUNTED ABOVE ENTRANCE TO LAKEVIEW PARKING GARAGE,  
NOT ABOVE SIDEWALK
- 5) FLAGS (3) MOUNTED ON BUILDING ( MINIMUM OF 7' ABOVE SIDEWALK) NOT  
TO ABSTRACT PARKING GARAGE ENTRANCE SIGN. 2.0 S.F.
- 6) LOGO FOR RESTAURANT, FLUSH MOUNTED ABOVE ENTRANCE, NOT ABOVE  
SIDEWALK
- 7) CANOPY ABOVE ENTRY DOOR, 15' X 48' 720 S.F.

*Covered in ground  
Lease*

ITEMS # 1, 5 & 7 ARE ABOVE THE SIDEWALK AREA, AND CALCULATED AS PART OF  
THE ENCUMBRANCE AREA.

TOTAL SQUARE FOOTAGE - 741.54 S.F.

ITEMS # 2, 4 & 6 ARE RECESSED AND NOT ABOVE THE SIDEWALK AREA

ITEM # 3 WILL REQUIRE A SANDBOARD APPLICATION FROM DPW

CITY ATTORNEY'S  
MAY 2 2013  
RECEIVED

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).

*Exhibit B-2*

notes

# 955

EXTERIOR SIGNS  
SITE PLAN

EXTERIOR MOUNT -  
AS NOTED

QTY = AS NOTED;  
SEE INDIVIDUAL  
DRAWINGS  
FOR DETAILS

CITY ATTORNEY'S OFFICE

MAY 2 2013

RECEIVED

client

HOTEL VERMONT

scale

NTS

file name

EXT SIGNS  
SITE PLAN R2

date

02/05/13

drawing

JMHD

**SPARKY POTTER  
DESIGN GROUP**

**WOOD & WOOD**  
DESIGN • SIGN SYSTEMS  
INTERIORS • DECORATIVE ARTS  
98 CARROLL ROAD  
WAITSFIELD, VERMONT 05673



802-496-3000  
802-496-7916 FAX  
woodwood@madriver.com

2 HOTEL VERMONT  
VINYL LOGO GRAPHIC & COPY  
ABOVE DOOR GLASS TRANSOM  
AREA = 5.38 SQ. FT.

4 LAKEVIEW  
PUBLIC PARKING  
HANGING SIGN  
AREA = 21.3 SQ. FT.

3 HOTEL VERMONT  
GUEST ARRIVAL  
FREESTANDING  
AREA = 2.26 SQ. FT.

5 HOTEL VERMONT  
BUILDING MOUNTED  
FLAGS

HEN OF THE WOOD  
BUILDING MOUNTED  
AREA = 1.38 SQ. FT.

1 HOTEL VERMONT  
INTERIOR LIT TWO-FACED  
FREESTANDING MAIN SIGN  
AREA = 19.54 SQ. FT.

7  
**CANOPY**

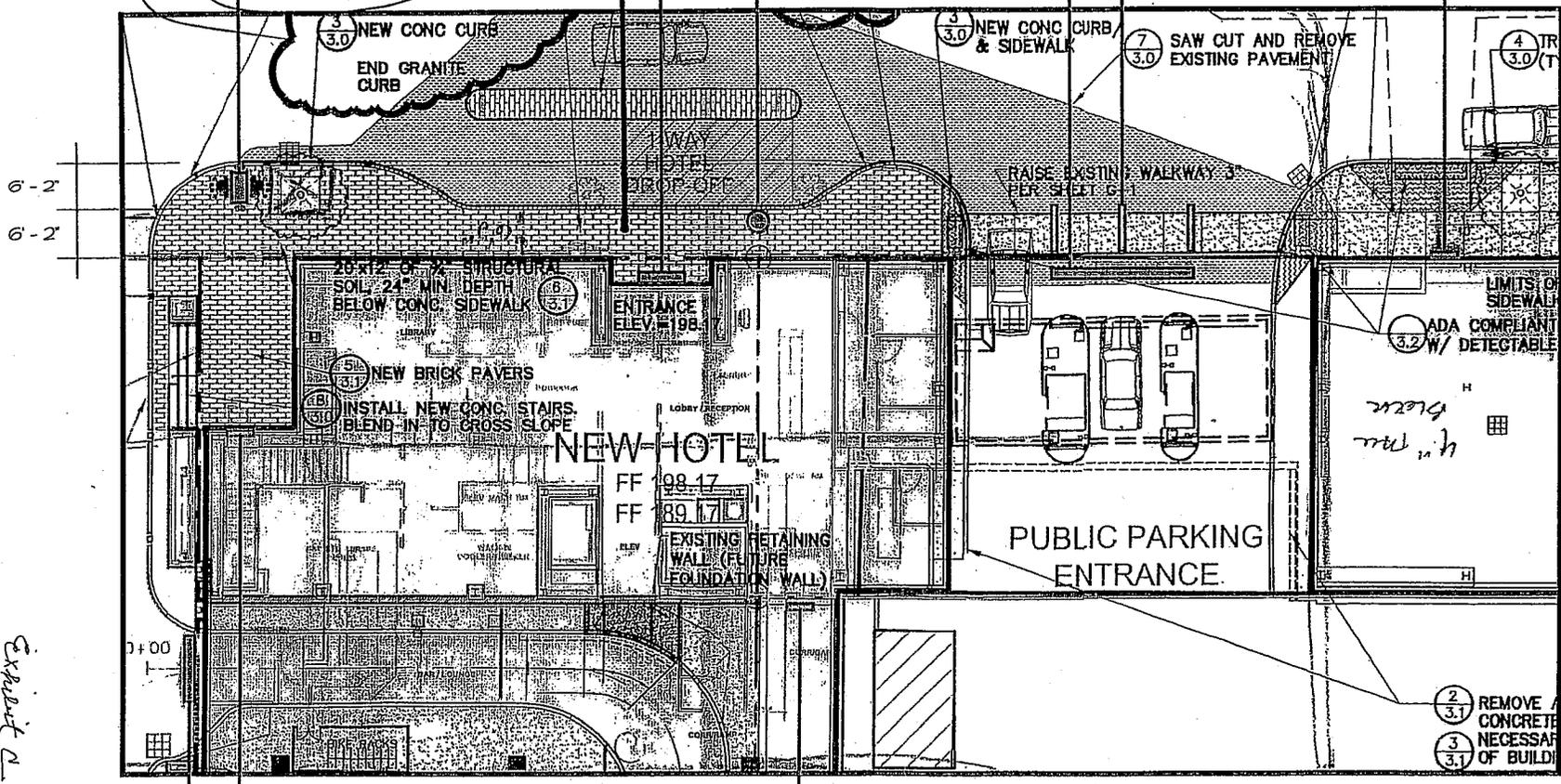


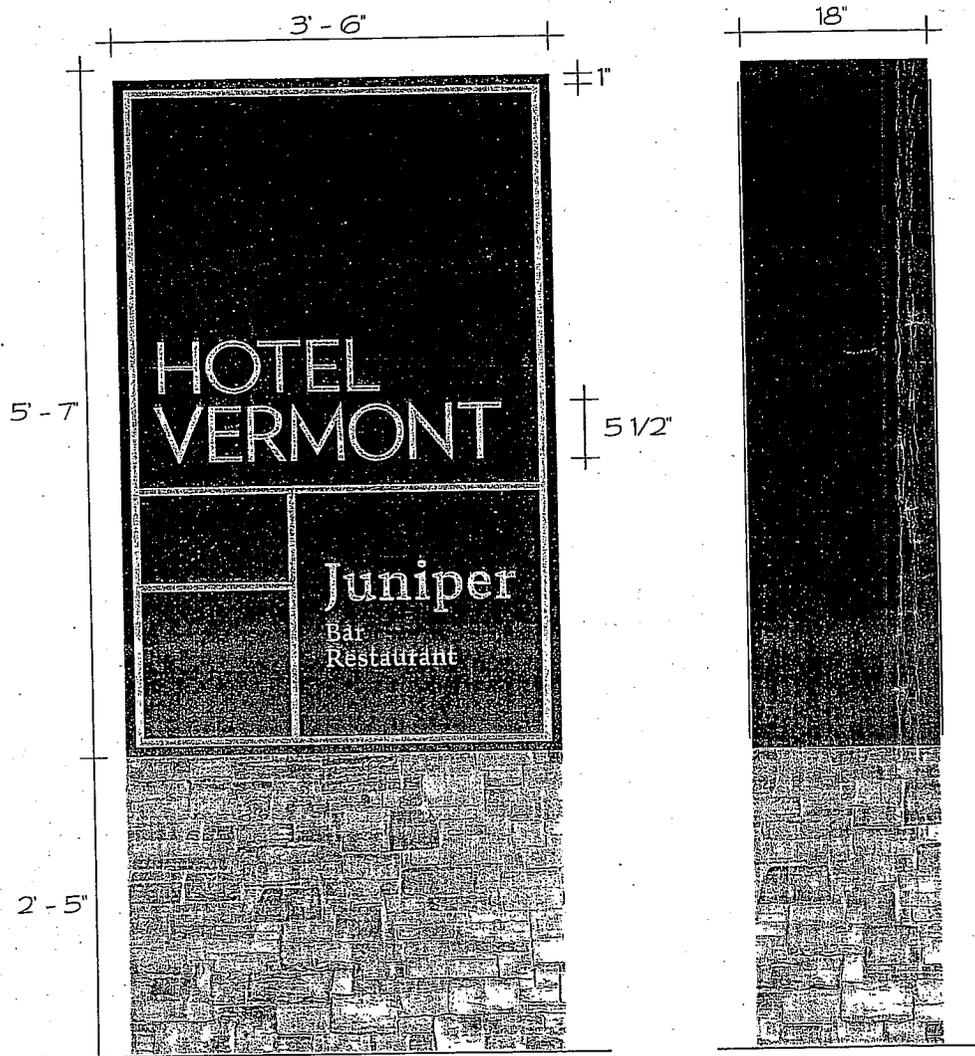
Exhibit A-1

COURTYARD  
GUEST PARKING  
WALL MOUNT  
AREA = 13.6 SQ. FT.

DELIVERIES ONLY  
DOOR MOUNT  
AREA = 1 SQ. FT.

DELIVERIES ONLY  
DOOR MOUNT  
AREA = 1 SQ. FT.

APPROVED \_\_\_\_\_  
DATE \_\_\_\_\_



SIDE PROFILE

STONE BASE TBD

INTERNALLY LIT METAL CABINET  
 PAINTED STEEL TUFF 316 WARM BROWN  
 (BURKE INDUSTRIAL COATINGS)  
 WITH STENCIL CUT COPY

3M TRANSLUCENT SILVER VINYL (230-121)  
 APPLIED TO CLEAR OR WHITE ACRYLIC BACKGROUND  
 MOUNTED ON INSIDE OF METAL CABINET

1/4" THICK BY 3/4" WIDE ALUMINUM  
 OR STAINLESS STEEL LINE BARS  
 (APPROX. GOLDEN RATIO)

APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_

notes

# 955

MAIN  
 FREESTANDING  
 MONOLITH SIGN.

EXTERIOR  
 GROUND MOUNT

AREA = 19.54 SQ. FT.  
 EXCLUDING  
 STONE BASE

QTY = ONE  
 TWO-FACED

client

HOTEL VERMONT

scale

1" = 1'-0"

file name

MONOLITH R6

date

02/05/13

drawing

JMHD

**SPARKY POTTER  
 DESIGN GROUP**

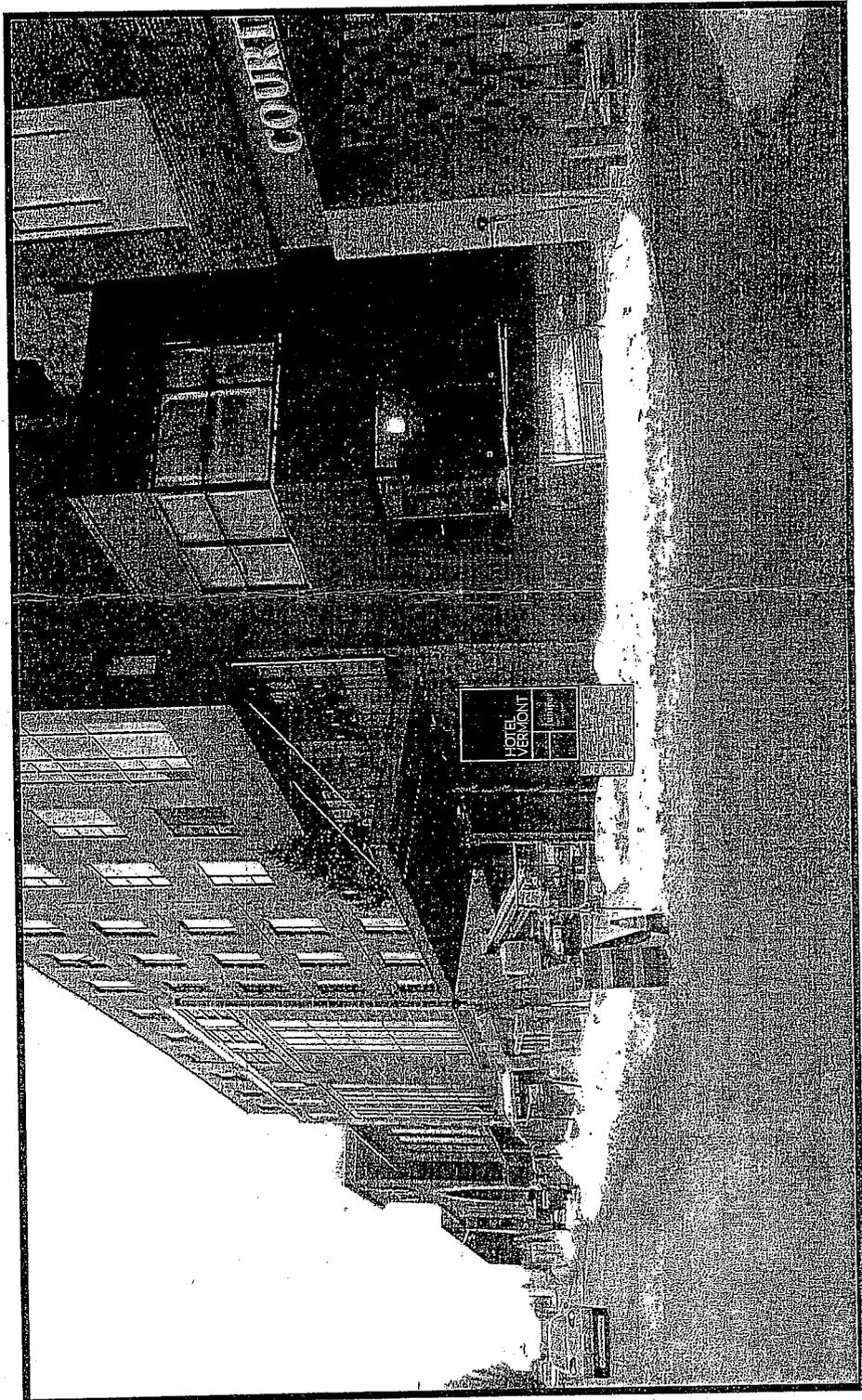
**WOOD & WOOD**

DESIGN • SIGN SYSTEMS  
 INTERIORS • DECORATIVE ARTS  
 98 CARROLL ROAD  
 WAITSFIELD, VERMONT 05673



802-496-3000  
 802-496-7916 FAX  
 woodwood@madriver.com

EX-1011 C-2



notes

# 955

PHOTOSHOP 1

FREESTANDING  
MONOLITH SIGN

EXTERIOR  
GROUND MOUNT

QTY = ONE  
TWO-FACED

client  
HOTEL VERMONT

scale  
NTS

file name  
MONOLITH PS 1 R3

date  
02/05/13

drawing  
JM-HD

SPARKY POTTER  
DESIGN GROUP

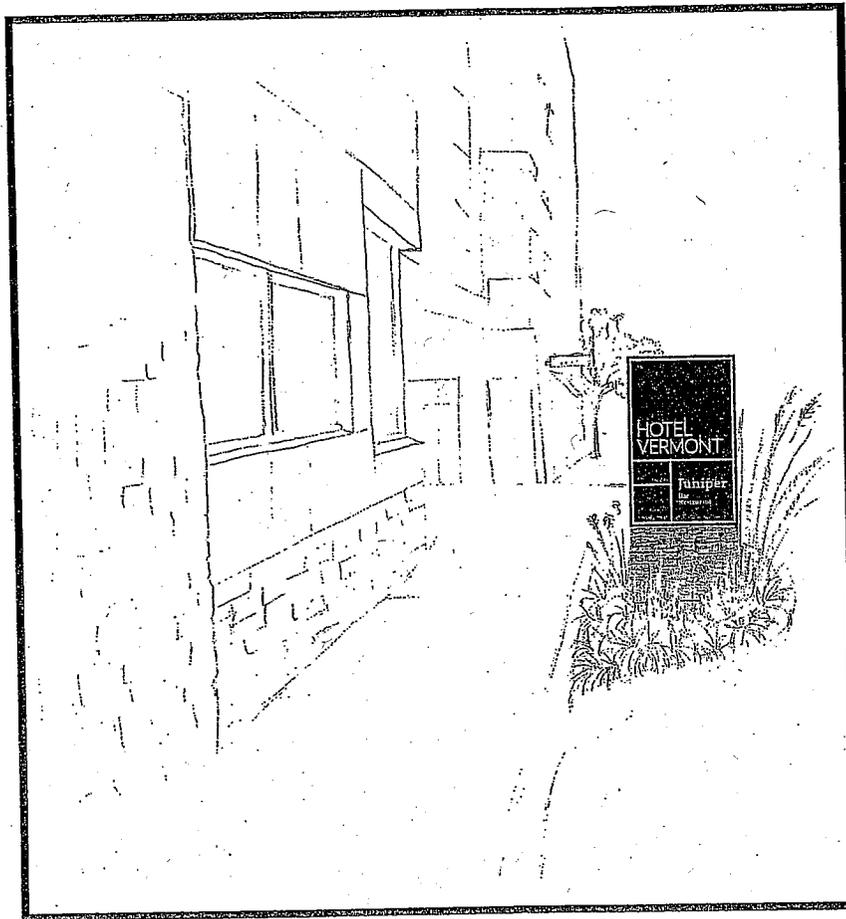
WOOD & WOOD  
DESIGN SYSTEMS  
INTERIORS • DECORATIVE ARTS  
34 CARROLL ROAD  
WAITFIELD, VERMONT 05673



802-496-3000  
802-496-7916 FAX  
woodwood@madriver.com

APPROVED \_\_\_\_\_  
DATE \_\_\_\_\_

Exhibit C-3



notes

# 955  
 PHOTOSHOP 3  
 FREESTANDING  
 MONOLITH SIGN  
 EXTERIOR  
 GROUND MOUNT  
 QTY = ONE  
 TWO-FACED

client

HOTEL VERMONT

scale

NTS

file name

MONOLITH PS 3 R3

date

02/28/13

drawing

JMHD

**SPARKY POTTER  
 DESIGN GROUP**

**WOOD & WOOD**

DESIGN • SIGN SYSTEMS  
 INTERIORS • DECORATIVE ARTS  
 92 CARROLL ROAD  
 WAITSFIELD, VERMONT 05675



802-496-3000  
 802-496-7916 FAX  
 woodwood@madriver.com

APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_

EX 955 2-14



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
DELUXE PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A. The CANCELLATION Common Policy Conditions – Deluxe is replaced by the following:**

**CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 60 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 60 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NN255131

ENDORSEMENT # 1

Named Insured: 41 CHERRY STREET LLC  
DBA HOTEL VERMONT HOLDINGS

Agency # 1804 - 00

Risk Placement Services, Inc.  
P.O. Box 1518  
Portland, ME 04102

Endorsement Effective Date: 04/18/2013

GENERAL CHANGE ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS HEREBY UNDERSTOOD AND AGREED THAT  
FORM CG 20 12 07 98 IS ADDED PER THE ATTACHED;

Tax & Fee Schedule

\$

PREMIUM:  None  AP  RP \$

Total Taxes & Fees \$

TOTAL PREMIUM DUE \$

All other Terms and Conditions of the Policy remain unchanged.

Portland, ME  
04/22/13 MD

Countersignature or Authorized Representative, whichever is applicable

S901 (01/97)



POLICY NUMBER: NN255131

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 12 07 98

**ADDITIONAL INSURED -  
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State or Political Subdivision:**

CITY OF BURLINGTON  
CITY HALL  
BURLINGTON, VT 05401

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NN255131

ENDORSEMENT# 1

Named Insured: 41 CHERRY STREET LLC,  
DBA HOTEL VERMONT HOLDINGS

Agency # 1804 - 00

Risk Placement Services, Inc.  
P.O. Box 1518  
Portland, ME 04102

Endorsement Effective Date: 04/18/2013

GENERAL CHANGE ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS HEREBY UNDERSTOOD AND AGREED THAT  
FORM CG 20 12 07 98 IS ADDED PER THE ATTACHED;

Tax & Fee Schedule

\$

PREMIUM:  None  AP  RP \$

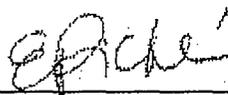
Total Taxes & Fees \$

TOTAL PREMIUM DUE \$

All other Terms and Conditions of the Policy remain unchanged.

Portland, ME  
04/22/13 MD

S901 (01/97)



Countersignature or Authorized Representative, whichever is applicable



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**AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
FOR USE OF SIDEWALK LOCATED ON A PORTION OF THE  
CITY’S RIGHT-OF-WAY WITH LUCKY NEXT DOOR**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, PENNY CLUSE CAFÉ, INC. d/b/a LUCKY NEXT DOOR of Burlington, Vermont (hereinafter LUCKY NEXT DOOR) is an establishment doing business in a commercial building located at 163 Cherry Street. in the City of Burlington, Vermont; and

WHEREAS, LUCKY NEXT DOOR desires to use a portion of the sidewalk lying in the public right-of-way adjacent to its establishment at 163 Cherry Street; and

WHEREAS, LUCKY NEXT DOOR wishes to enter into a License Agreement with the City for the use of said portion of the sidewalk; and

WHEREAS, the use of the respective portion of the sidewalk has been reviewed and approved by the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes LUCKY NEXT DOOR to use a portion of the sidewalk lying in the public right-of-way covering an area of 20 sq. ft. adjacent to its establishment at 163 Cherry Street. as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

**LICENSE AGREEMENT FOR USE OF SIDEWALK ADJACENT TO  
HANDICAP ACCESS RAMP WITH LUCKY NEXT DOOR  
2013 -2014 SEASON**

This LICENSE 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 (hereinafter CITY) and PENNY CLUSE CAFÉ, INC. d/b/a LUCKY NEXT DOOR, a business located in Burlington, Vermont which owns property located 163 Cherry Street (hereinafter LUCKY NEXT DOOR or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 163 Cherry Street; and

WHEREAS, LUCKY NEXT DOOR stated on its application (attached hereto as Exhibit A) that it wishes to use a portion of the sidewalk as the "landing" area for its handicap access ramp on the front of the building, and this landing area rests in the public right-of-way directly in front of 163 Cherry Street; and

WHEREAS, LUCKY NEXT DOOR has stated in its license application that there are no physical barriers around the landing area which will cover a 20 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and LUCKY NEXT DOOR enter into the following License Agreement:

1. TERM

The CITY grants to LUCKY NEXT DOOR (hereinafter LICENSEE) a license to use a portion of the sidewalk as the "landing" area for its handicap access ramp on the front

of the building, and this landing area will rest in the public right-of-way directly in front of 163 Cherry Street and cover a 20 sq. ft. area as indicated above commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain the landing area on the public right-of-way (hereinafter referred to as the premises) for safety purposes. The landing area must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the landing area in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the landing area and any damage to the landing area is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the landing area, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The landing area shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, or greenbelt, if any.
- d. The landing area shall not cause inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way and remove snow and ice from the landing area within 12 hours after snow ceases to fall.

4. LICENSE FEE

The CITY agrees to waive all Encumbrance Application fees for this license agreement.

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the landing area. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the landing area and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the

CITY is named as an additional insured and shall be given 15 days written notification prior to any cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason.. The certificate shall be attached to this Agreement as Exhibit D and the endorsement as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance and endorsement are on file with the CITY at all times. **Failure to furnish a current certificate of insurance and endorsement shall result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, if required.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, 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.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

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

PENNY CLUSE CAFÉ, INC.  
LUCKY NEXT DOOR

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance – LUCKY NEXT DOOR, 163 Cherry St. (Sidewalk below Ramp) 2013  
5/1/13





CITY ATTORNEY'S OFFICE  
APR 26 2013  
RECEIVED

OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

**Encumbrance Application / Renewal**

DBA NAME: Lucky Next Door DATE: 4.3.13  
CONTACT NAME: Charles Reeves PHONE: 802 238-6114  
MAILING ADDRESS: Po Box 8422 FAX: 802 651 8756  
Burlington, VT 05402 EMAIL: Charles.R.Reeves@jennycluse.com

DBA NAME: Lucky Next Door  
COMPANY: Jenny Cluse Lake, inc  
LOCATION OF ENCUMBRANCE: 163 Cherry St

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: Use of a 19.74 Sq. Foot area of Side-walk for the Flat area below our ADA Ramp Entrance plus the NAW storefront along the front of the building.

Total Square Feet (\$1.00 per SF): 20

**PLEASE ATTACH:**

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401" with a 30 DAY NOTICE FOR CANCELLATION EFFECTIVE MAY 1 TO APRIL 30 OF THE CURRENT YEAR in the amount of \$2 million for the general aggregate and \$1 million for each occurrence. Your insurance agent can fax the certificate to this office at the above number.
2. Sketch, Photo, or Blueprint of what you are proposing.
3. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \_\_\_\_\_

Signature: [Handwritten Signature] Date: 4.3.13

For office use only: Amount received \$ 45 on 4/3 Check # 6418  
Sent to DPW: 4/3 Sent to Attorney: 4/26

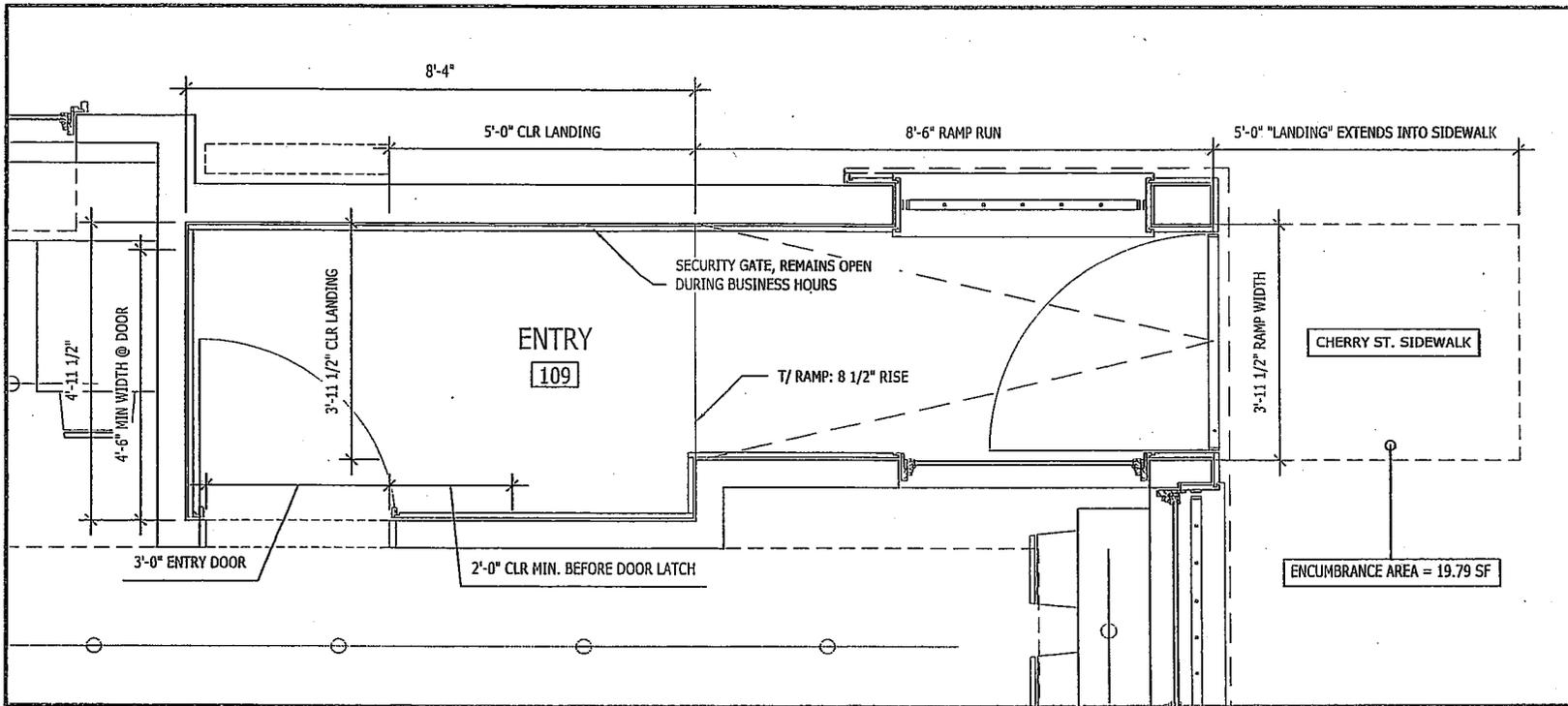
*Exhibit A*

Exhibit C

ARCHITECT:  
**BIRDSEYE**  
DESIGN  
2004 FORTIFICATION ROAD  
BURLINGTON, VERMONT  
PHONE: 802-249-3344  
FAX: 802-249-0355

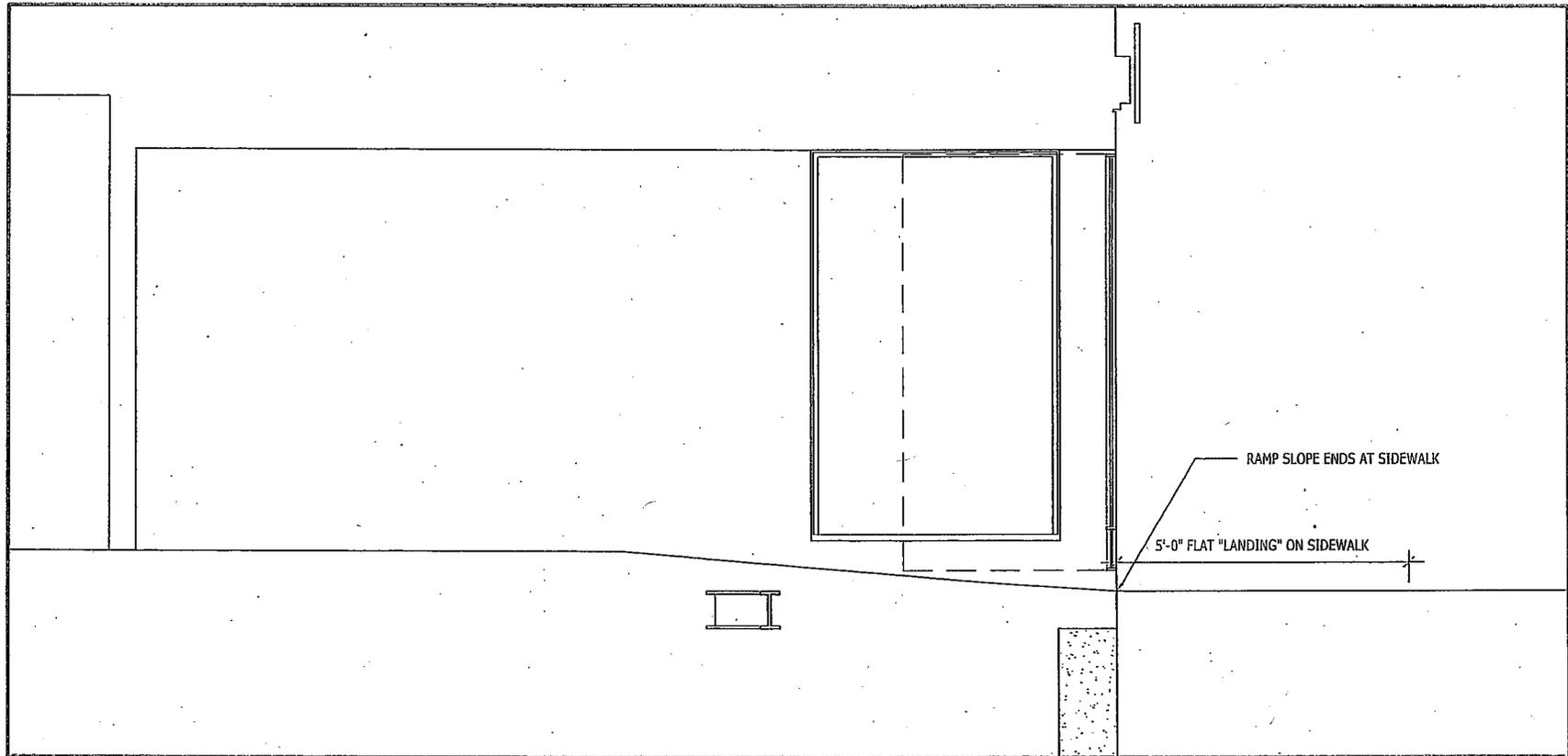
BURLINGTON, VT

163 CHERRY STREET



1 ENTRYWAY PLAN  
SCALE: 1/2"=1'-0"

ISSUE/REVISION LOG:  
04.25.13  
TITLE:  
ENTRYWAY  
PLAN  
SHEET NUMBER:  
SK.02



1 ENTRYWAY SECTION  
SCALE: 1/2"=1'-0"

ARCHITECT:  
BIRDSEY  
MCKENNA

3004 South Street, Suite 100  
Richmond, Vermont  
Phone: 802-234-2100  
Fax: 802-234-2700

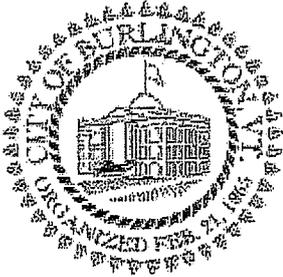
BURLINGTON, VT

163 CHERRY STREET

REVISION LOG  
04.25.13

TITLE:  
ENTRYWAY  
SECTION

SHEET NUMBER:  
SK.0



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

**Encumbrance DPW Approval Form**

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: LUCKY NEXT DOOR

DATE: Friday, April 26, 2013

COMPANY: PENNY CLUSE CAFE INC

PHONE: 238-6114

LOCATION: 163 CHERRY ST.

FAX:

MAILING ADDRESS: CHARLES REEVES  
 PO BOX 8422  
 BURLINGTON, VT 05402

**RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC**

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: RAMP TO BE WITHIN BUILDING ENTRY  
WILL NOT EXTEND ONTO SIDEWALK AREA

4. A 20 square foot placement of USE OF A 19.79 SQ FOOT AREA OF SIDEWALK FOR THE FLAT AREA BEFORE OUR ADA RAMP ENTRANCE PLUS THE NEW STOREFRONT ALONG THE

**DEPARTMENT OF PUBLIC WORKS**

Approved? Yes   
 No

Explain: PEDESTRIAN ROW TO REMAIN OPEN  
FROM BUILDING TO CURB

Signature Ron Gore

Date: 04/25/13

*Exhibit B*



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CR

DATE (MM/DD/YYYY)

04/03/13

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 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 T.S. Peck Insurance 41 IDX Drive Suite 135 So. Burlington, VT 05403 T.S. Peck Ins. Agency	802-865-8000  802-863-7889	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PENNY-2
INSURED Penny Clause Cafe, Inc & Penny Clause Real Estate PO Box 8422 Burlington, VT 05402		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA0391968-11  CPA0391968-12	05/06/12  05/06/13	05/06/13  05/06/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Liq Liab incl						PERSONAL & ADY INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUA0391972-12	05/06/12	05/06/14	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0392232-11 WCA0392232-12	05/06/12 05/06/13	05/06/13 05/06/14	WC STATUTORY LIMITS: OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Burlington is named as additional insured with regard to general liability. Property location: 163 Cherry Street, Burlington, VT 05401

## CERTIFICATE HOLDER

## CANCELLATION

CITYBUR  City of Burlington Office of the Clerk/Treasurer City Hall, Room 20 149 Church St Burlington, VT 05401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE T.S. Peck Ins. Agency
---	--

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Exhibit D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

Policy No.: CPA 0391968 - 11

<b>NAMED INSURED AND ADDRESS</b> Penny Cluse Cafe, Inc. Penny Cluse Real Estate, LLC and Charles Reaves P.O. Box 8422 Burlington, VT 05402	<b>AGENCY NAME AND ADDRESS</b> (802) 865-8000 T. S. Peck Insurance 41 IDX Drive, Suite 135 South Burlington, VT 05403	05152
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POLICY CHANGES EFFECTIVE Feb 13, 2013

ENDORSEMENT # 2

Premium For Endorsement	\$	0.00
ADJUSTED Annual Premium	\$	10,769.00

**COVERAGE PARTS AFFECTED**

Coverage		Additional / Return
Commercial Property Subtotal	\$	0.00
General Liability Subtotal	\$	0.00
<b>Total</b>	\$	0.00

**Changes**

The following Additional Insured is added:  
 City of Burlington  
 Office of the Clerk/Treasurer  
 City Hall, Room 20  
 149 Church Street  
 Burlington, VT 05401  
 CG2026 is applicable and attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Burlington
Office of the Clerk/Treasurer City Hall, Room 20 Burlington, Vermont 05401
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

### CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

*Exhibit E*

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Any When We Do Not Renew Condition is deleted.

The following Conditions are added:

**1. WHEN WE DO NOT RENEW**

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the policy; or

- (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

**2. RENEWAL**

a. If we:

- (1) Elect to renew this policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.



AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO MAINTAIN A SIGN EXTENDING OVER A PORTION OF THE  
CITY’S RIGHT-OF-WAY WITH PATAGONIA BURLINGTON

In the year Two Thousand Thirteen.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, THE SKI RACK, INC. d/b/a PATAGONIA BURLINGTON of Burlington,  
Vermont (hereinafter PATAGONIA) is an establishment doing business in a commercial  
building located at 157 Bank Street in the City of Burlington, Vermont; and

WHEREAS, PATAGONIA desires to maintain a sign extending over the public right-of-  
way on its building located at 157 Bank Street; and

WHEREAS, PATAGONIA wishes to enter into a License Agreement with the City for  
such sign; and

WHEREAS, the placement of the sign has been reviewed and approved by the  
Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of  
Ordinances Sec. 27-32 require authorization by the City Council for such use of a public  
thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes  
PATAGONIA to maintain a sign extending over a portion of the public right-of-way on its  
building located at 157 Bank Street as indicated in and pursuant to its License Agreement upon  
entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Weinberger be and hereby is authorized to  
execute a License Agreement, in substantially the form attached, on behalf of the City of  
Burlington for a term commencing on the date of execution of the License Agreement and  
terminating on April 30, 2014.

**LICENSE AGREEMENT FOR SIGN**  
**WITH PATAGONIA BURLINGTON**  
**2013-2014 SEASON**

This LICENSE 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 (hereinafter CITY) and THE SKI RACK, INC. d/b/a PATAGONIA BURLINGTON, a commercial establishment located at 157 Bank Street, Burlington, Vermont (hereinafter PATAGONIA or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 157 Bank Street.; and

WHEREAS, PATAGONIA stated on its application (attached hereto as Exhibit A) that it wishes to maintain a sign on the building overhanging the public right-of-way directly in front of 157 Bank Street as shown in the attached photo (hereinafter "sign"); and

WHEREAS, PATAGONIA has stated in its permit application that there are no physical barriers around the sign and it will cover a 4 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and PATAGONIA enter into the following License Agreement:

1. TERM

The CITY grants to PATAGONIA (hereinafter LICENSEE) a license to maintain a sign extending over the public right-of-way adjacent to 157 Bank Street covering an area of 4

sq. ft. for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATIONS

LICENSEE may use and maintain a sign extending over the public right-of-way (hereinafter referred to as the premises) for advertising purposes. The sign is to be attached to the building and it must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the sign in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to the sign is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The sign shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The sign shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.
- e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the sign. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the sign and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its 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. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the sign.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, 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.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

12. This License Agreement supersedes all other License Agreements executed for this location.

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

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

\_\_\_\_\_  
Witness

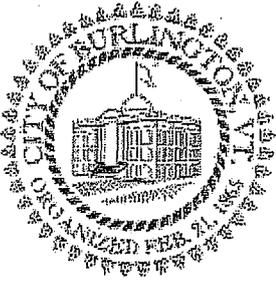
THE SKI RACK, INC.  
d/b/a PATAGONIA BURLINGTON

By: \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Witness

lb/c: GM 2013/License Agree for Encumbrance - PATAGONIA, 157 Bank St. (Sign on Building) 2013  
5/9/13





OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

### Encumbrance Application / Renewal

Effective 04/30/2013 - 04/30/2014

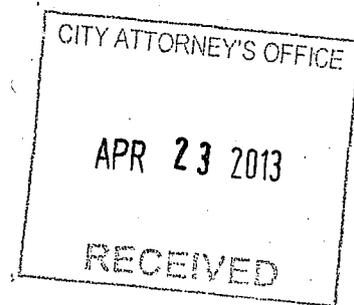
ZANDY WHEELER  
Patagonia Burlington  
157 BANK STREET

DATE: Tuesday, February 5, 2013

PHONE: 8028635668

FAX: 8026585083

EMAIL:



DBA NAME: Patagonia Burlington

COMPANY: The Ski Rack

LOCATION: 157 BANK STREET

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Placement of Encumbrance: PROJECTING SIGN

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 4

#### PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$29.00

Signature

ZANDY WHEELER

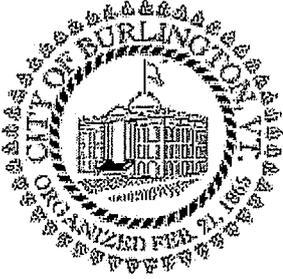
Date

4/4/13

For office use only: Amount received \$ 29.00 on 4/5 Check # 5109

Sent to Attorney: 4/23

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

**Encumbrance DPW Approval Form**

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: Patagonia Burlington

DATE: Friday, April 5, 2013

COMPANY: The Ski Rack

PHONE: 8028635668

LOCATION: 157 BANK STREET

FAX: 8026585083

MAILING ADDRESS: ZANDY WHEELER  
 157 BANK STREET

**RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC**

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No  *N/A*

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: EXISTING SIGN - MOUNTED ON BUILDING  
GREATER THAN 7'-0" ABOVE SIDEWALK

4. A 4 square foot placement of PROJECTING SIGN at 157 BANK STREET

**DEPARTMENT OF PUBLIC WORKS**

Approved? Yes

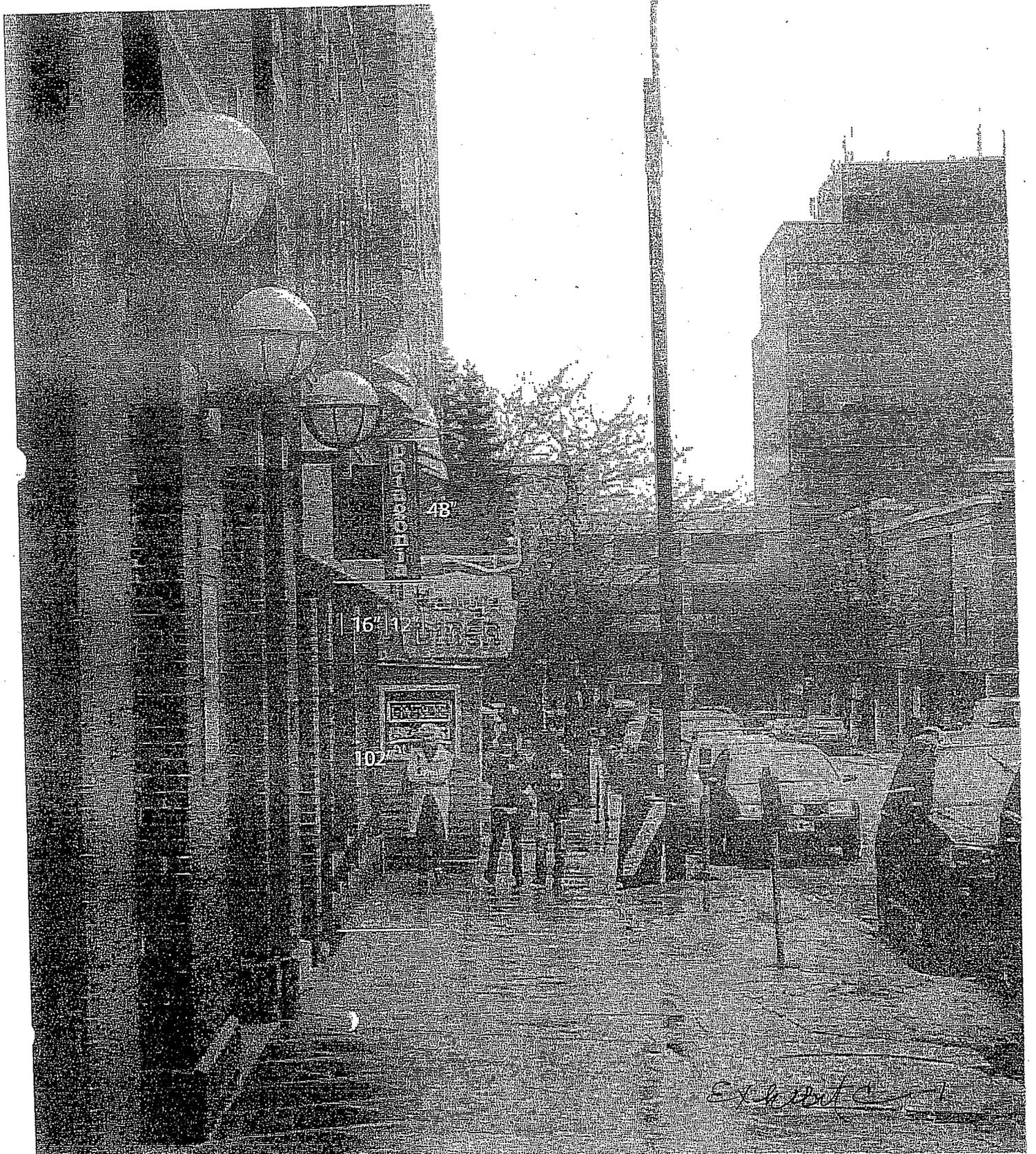
No

Explain: RENEWAL - SAME AS PREVIOUS YEAR

Signature Ron Gore

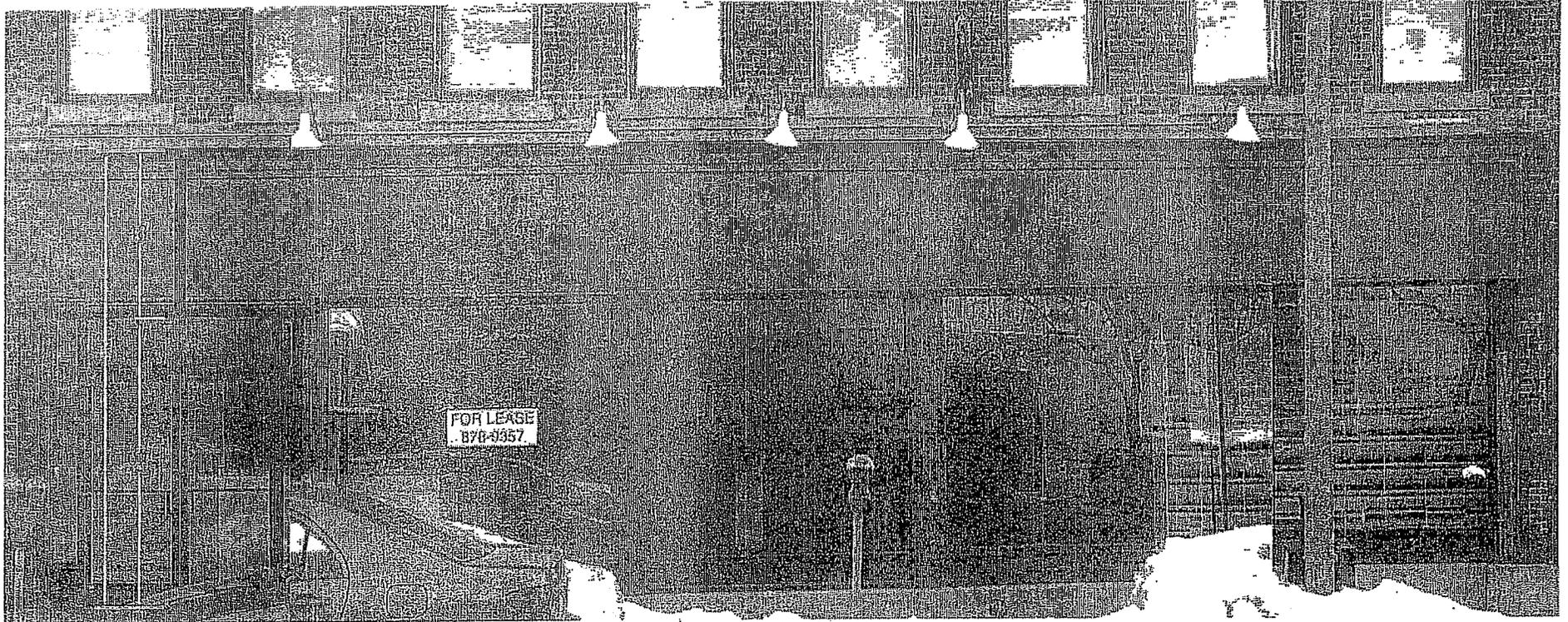
Date: 04/20/13

*Exhibit B*



Sign B

D-2



Projecting Sign-Front Elevation

4/11/11

180 Flynn Ave: Ste. 5, Burlington, Vt. 05401-5482 802-862-1060 hglaeserco@aol.com





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. The Businessowners Special Property Coverage Form is amended as follows:

1. The following is added to Paragraph F.4. Legal Action Against Us Commercial Property Condition:

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

2. The following is added to Paragraph E.4. Loss Payment - Building and Personal Property Property Loss Condition and replaces any provision to the contrary:

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

B. The Businessowners Common Policy Conditions are amended as follows:

1. Paragraph A. Cancellation is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or

b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard; provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than

Exhibit E

nonpayment of premium, written notice must be sent by certified mail.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**C. Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage in any case of:

- 1. Concealment or misrepresentation of a material fact; or
- 2. Fraud;

committed by you at any time and relating to coverage under this policy.

3. The following paragraphs are added:

**M. When We Do Not Renew**

- 1. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
  - a. Expiration of the policy; or
  - b. Anniversary date of this policy if this policy has been written for a term of more than one year.
- 2. This provision does not apply:
  - a. If we have indicated a willingness to renew;
  - b. In case of nonpayment of premium;
  - c. If you do not pay any advance premium required by us for renewal; or
  - d. If any property covered in this policy is insured under any other insurance policy.

**N. Renewal**

- 1. If we:
  - a. Elect to renew this policy; and
  - b. Have the necessary information to issue a renewal policy,
 we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.
- 2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:
  - a. In effect under the expiring or expired policy; or
  - b. In effect on the expiration date, that have been approved by the Commissioner,
 whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph 2. does not apply.

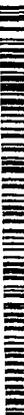
C. The **Businessowners General Liability Coverage Form** is amended to add the following to paragraph **E. Businessowners General Liability Conditions**:

**7. Statutory Liability**

- a. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.
- b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
  - (1) Judicial judgment; or
  - (2) An agreement between the parties involved with our written consent.

000004

0002080158441003010473710131



d. In the event of the insured's bankruptcy or insolvency; an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:

(1) The judgment was for damages covered by this policy; and

(2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.



CNA Connect

Endorsement Declaration

---

**POLICY NUMBER**  
B 2097826919

**COVERAGE PROVIDED BY**  
NATIONAL FIRE INSURANCE OF HARTFORD  
333 S. WABASH  
CHICAGO, IL. 60604

**FROM - POLICY PERIOD - TO**  
06/08/2012 06/08/2013

**INSURED NAME AND ADDRESS**  
THE SKI RACK, INC.  
85 Main St  
  
BURLINGTON, VT 05401

**AGENCY NUMBER**  
901594

**AGENCY NAME AND ADDRESS**  
HORIZON AGENCY (NAT'L SKI)  
6500 CITY WEST PARKWAY #100  
EDEN PRAIRIE, MN 55344  
Phone Number: (952)944-2929

000020

**BRANCH NUMBER**  
410

**BRANCE NAME AND ADDRESS**  
MINNEAPOLIS BRANCH  
5201 EDEN AVENUE STE 300  
EDINA, MN 55436  
Phone Number: (952)285-3300

---

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.  
This Endorsement Results In No Change In Premium.

The Named Insured is a Corporation.

Audit Period is Waived

RECEIVED APR 22 2013

**POLICY NUMBER**  
B 2097826919

**INSURED NAME AND ADDRESS**  
THE SKI RACK, INC.  
85 Main St  
BURLINGTON, VT 05401

**ADDITIONAL INTEREST SCHEDULE**

**LOCATION** 1 **BUILDING** 1

The following has been added to your policy effective 04/08/2013

**Type:** State or Political Subdivisions - Permits relating to Premises  
**Additional Interest Name and Address:**  
THE CITY OF BURLINGTON  
149 CHURCH STREET  
BURLINGTON , VT 05401

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS  
RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

**SCHEDULE**

State Or Political Subdivision
Empty space for listing state or political subdivisions
<p>* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>

000020

30020901884410030104473711217

The following is added to Paragraph **C. Who Is An Insured:**

5. Any state or political subdivision shown in the Schedule is also an insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.



POLICY NUMBER  
B 2097826919

INSURED NAME AND ADDRESS  
THE SKI RACK, INC.  
85 Main St  
BURLINGTON, VT 05401

**FORMS AND ENDORSEMENTS SCHEDULE**

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

**COMMERCIAL GENERAL LIABILITY**

The following forms have been added to your policy, effective 04/08/2013

FORM NUMBER		FORM TITLE
SB300184A	01/2006	Addl Insrd - State/Political Subdivision-Premises

000020



\_\_\_\_\_  
Countersignature

*Thomas F. Holman*  
Chairman of the Board

*Jonathan Knutson*  
Secretary

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**AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO MAINTAIN A BIKE RACK AND TENT ON A  
PORTION OF THE CITY’S RIGHT-OF-WAY WITH  
THE SKI RACK**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, THE SKI RACK, INC. d/b/a SKI RACK of Burlington, Vermont (hereinafter SKI RACK) is an establishment doing business in a commercial building located at 85 Main Street in the City of Burlington, Vermont; and

WHEREAS, SKI RACK desires to place one bike rack covered by a tent on a portion of the green belt adjacent to the sidewalk within the City’s right-of-way directly in front of its establishment at 85 Main Street.; and

WHEREAS, SKI RACK wishes to enter into a License Agreement with the City for such tent and bike rack; and

WHEREAS, the placement of the respective tent and bike rack has been reviewed and approved by the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes SKI RACK to place one bike rack covered by a tent covering an area of 121 sq. ft. on a portion of the green belt adjacent to the sidewalk within the public right-of-way directly in front of its establishment at 85 Main Street as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

**LICENSE AGREEMENT FOR BIKE RACK AND TENT**  
**WITH THE SKI RACK**  
**2013-2014 SEASON**

This LICENSE 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 (hereinafter CITY) and THE SKI RACK, INC. d/b/a SKI RACK, a commercial establishment located at 85 Main Street, Burlington, Vermont (hereinafter SKI RACK or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way in front of the property occupied by SKI RACK at 85 Main Street; and

WHEREAS, SKI RACK stated on its application (attached hereto as Exhibit A) that it wishes to place one bike rack covered by a tent in the greenbelt adjacent to the sidewalk directly in front of 85 Main Street; and

WHEREAS, SKI RACK has stated in its permit application that there are no physical barriers around the bike rack and tent and they will cover a 121 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and SKI RACK enter into the following License Agreement:

1. TERM

The CITY grants to SKI RACK (hereinafter LICENSEE) a license to place one bike rack covered by a tent covering an area of 121 sq. ft. on the public right-of-way in front of

85 Main Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain one bike rack and one tent on the public right-of-way (hereinafter referred to as the premises) for advertising purposes. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic.

The bike rack and tent must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

a. LICENSEE shall maintain the bike rack and tent in proper condition.

b. LICENSEE shall be responsible for the maintenance and upkeep of the bike rack and tent and any damage to the bike rack and tent is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the bike rack and tent, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.

c. The bike rack and tent shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

d. The bike rack and tent shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable on or before May 1 of each year to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This license Agreement is immediately revocable should LICENSEE discontinue use of the bike rack and tent. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the bike rack and tent and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

- a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.
- b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an

additional insured and shall be given 15 days written notification prior to cancellation of such insurance. The certificate shall be attached to this Agreement as Exhibit D.

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance and endorsement are on file with the CITY at all times. **Failure to furnish a current certificate of insurance and endorsement will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the bike rack and tent.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, 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.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

12. This License Agreement supersedes all other License Agreements executed for this location.

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

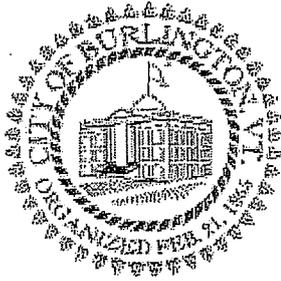
By: \_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized

THE SKI RACK, INC.  
d/b/a SKI RACK

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
J. Zandy Wheeler,  
Duly Authorized





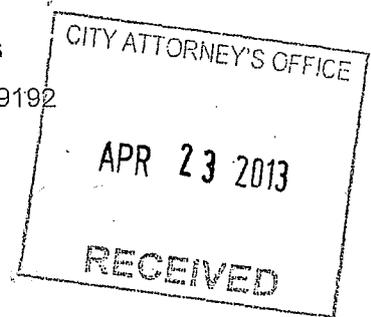
OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

**Encumbrance Application / Renewal**

Effective 04/30/2013 - 04/30/2014

J ZANDY WHEELER  
 SKI RACK  
 85 MAIN STREET  
 BURLINGTON VT 05401

DATE: Tuesday, February 5, 2013  
 PHONE: 802-658-3313 802-238-9192  
 FAX: 802-658-5083  
 EMAIL:



DBA NAME: SKI RACK

COMPANY: SKI RACK

LOCATION: 85 MAIN STREET

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

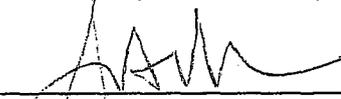
Placement of Encumbrance: Tent and Bike Rack

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 121

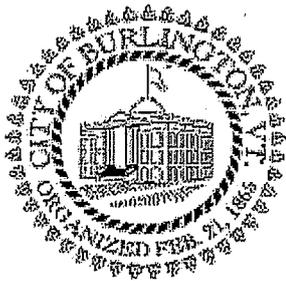
**PLEASE ATTACH:**

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$146 -

Signature  Date 7-4-13  
 J ZANDY WHEELER

For office use only: Amount received \$ 146.00 on 4/5 Check # 66569  
 Sent to Attorney: 4/23

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

### Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: SKI RACK

DATE: Friday, April 5, 2013

COMPANY: SKI RACK

PHONE: 802-658-3313 802-238-9192

LOCATION: 85 MAIN STREET

FAX: 802-658-5083

MAILING ADDRESS: J ZANDY WHEELER  
 85 MAIN STREET  
 BURLINGTON VT 05401

#### RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: CANOPY @ GARAGE BELT FOR BIKE PARKING

4. A 121 square foot placement of TENT AND BIKE RACK at 85 MAIN STREET

#### DEPARTMENT OF PUBLIC WORKS

Approved? Yes

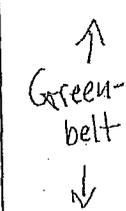
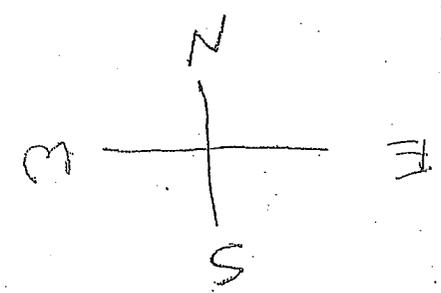
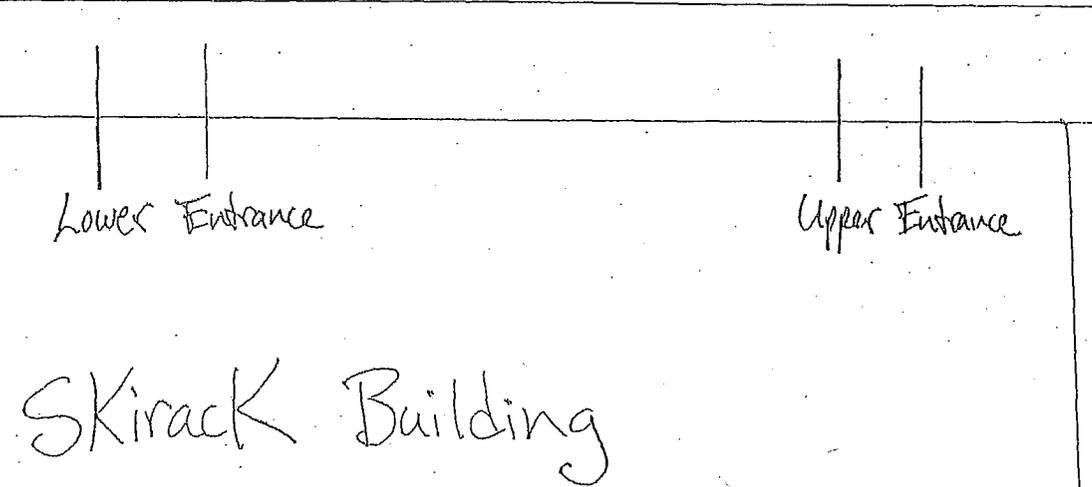
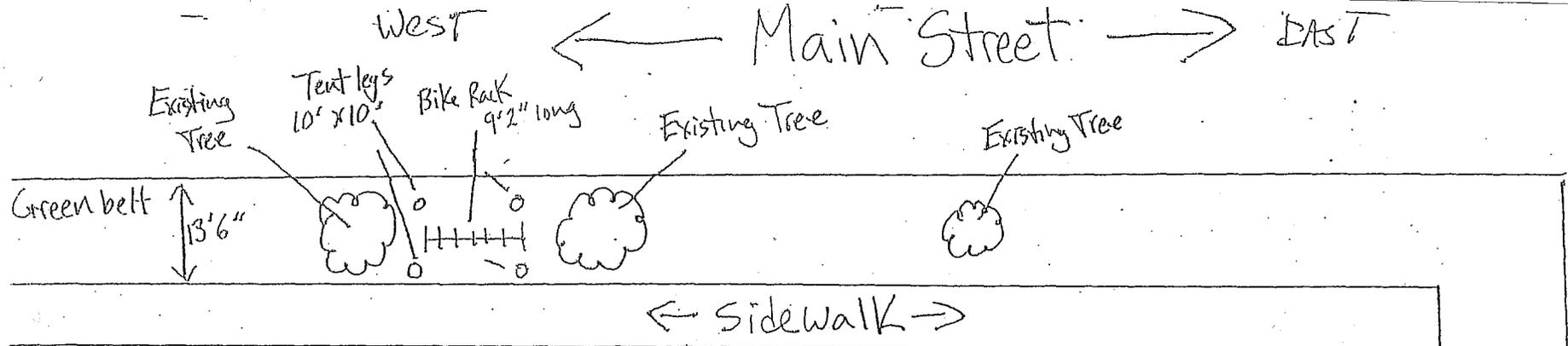
No

Explain: RENEWAL - SAME AS PREVIOUS YEAR

Signature Ron Gore

Date: 04/23/13

Exhibit B





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2012

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 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> Horizon Agency, Inc. 6500 City West Pkwy #100 Eden Prairie, Minnesota 55344	Phone: (952)944-2929 Fax: (952)944-3091	<b>CONTACT NAME:</b> Linda Brogel, CISR <b>PHONE (A/C, No., Ext):</b> (952)914-7133 <b>E-MAIL ADDRESS:</b> linda@horizonagency.com <b>FAX (A/C, No.):</b> (952)944-3091																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Fire Insurance Company Of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Company Of Hartford	20478	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**INSURED**  
 The Ski Rack, Inc.  
 85 Main Street  
 Burlington, VT 05401

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			2097826919	6/8/2012	6/8/2013	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 4,000,000	
	AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	UMBRELLA LIAB							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB							\$	
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured (per form SB146932D 07/2009): City of Burlington  
 Solely as respects to the negligence of the named insured with regard to a bike rack and tent in front of insured's store at 85 Main Street and in regard to a projecting sign in overhanging the sidewalk in front of the insured's store at 157 Bank Street. Cancellation provision applies per form SB147049-B (07/2009).

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest : Certificate Holder  City of Burlington; City Clerk & ATTN: Susan Meehan Treasury Off; Encumbrance App Div 149 Church Street Burlington, VT 05401	<b>CANCELLATION</b> 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 
---	--

*Exhibit D*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VERMONT CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

**A. The Businessowners Special Property Coverage Form is amended as follows:**

**1. The following is added to Paragraph F.4. Legal Action Against Us Commercial Property Condition:**

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

**2. The following is added to Paragraph E.4. Loss Payment - Building and Personal Property Property Loss Condition and replaces any provision to the contrary:**

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

**B. The Businessowners Common Policy Conditions are amended as follows:**

**1. Paragraph A. Cancellation is replaced by the following:**

**A. Cancellation**

**1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.**

**2. Cancellation of Policies in Effect for Less than 60 Days.**

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

**a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or**

**b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.**

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

**3. Cancellation of Policies in Effect For 60 Days or More**

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;**
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;**
- c. Violation of any provisions of this policy; or**
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.**

If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or**
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.**

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than

nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**C. Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
  2. Fraud;
- committed by you at any time and relating to coverage under this policy.

3. The following paragraphs are added:

**M. When We Do Not Renew**

1. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
  - a. Expiration of the policy; or
  - b. Anniversary date of this policy if this policy has been written for a term of more than one year.
2. This provision does not apply:
  - a. If we have indicated a willingness to renew;
  - b. In case of nonpayment of premium;
  - c. If you do not pay any advance premium required by us for renewal; or
  - d. If any property covered in this policy is insured under any other insurance policy.

**N. Renewal**

1. If we:
  - a. Elect to renew this policy; and
  - b. Have the necessary information to issue a renewal policy,we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.
2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:
  - a. In effect under the expiring or expired policy; or
  - b. In effect on the expiration date, that have been approved by the Commissioner,whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph 2. does not apply.

C. The **Businessowners General Liability Coverage Form** is amended to add the following to paragraph E. **Businessowners General Liability Conditions**:

**7. Statutory Liability**

- a. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.
- b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
  - (1) Judicial judgment; or
  - (2) An agreement between the parties involved with our written consent.



d. In the event of the insured's bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:

(1) The judgment was for damages covered by this policy; and

(2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.



CNA Connect

## Endorsement Declaration

**POLICY NUMBER**  
B 2097826919

**COVERAGE PROVIDED BY**  
NATIONAL FIRE INSURANCE OF HARTFORD  
333 S. WABASH  
CHICAGO, IL. 60604

**FROM - POLICY PERIOD - TO**  
06/08/2012 06/08/2013

**INSURED NAME AND ADDRESS**  
THE SKI RACK, INC.  
85 Main St

BURLINGTON, VT 05401

**AGENCY NUMBER**  
901594

**AGENCY NAME AND ADDRESS**  
HORIZON AGENCY (NAT'L SKI)  
6500 CITY WEST PARKWAY #100  
EDEN PRAIRIE, MN 55344  
Phone Number: (952)944-2929

000020  
**BRANCE NUMBER**  
410

**BRANCE NAME AND ADDRESS**  
MINNEAPOLIS BRANCH  
5201 EDEN AVENUE STE 300  
EDINA, MN 55436  
Phone Number: (952)285-3300

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.  
This Endorsement Results In No Change In Premium.

The Named Insured is a Corporation.

Audit Period is Waived

RECEIVED APR 22 2013

POLICY NUMBER

B 2097826919

INSURED NAME AND ADDRESS

THE SKI RACK, INC.

85 Main St

BURLINGTON, VT 05401

ADDITIONAL INTEREST SCHEDULE

LOCATION 1 BUILDING 1

The following has been added to your policy effective 04/08/2013 .

Type: State or Political Subdivisions - Permits relating to Premises

Additional Interest Name and Address:

THE CITY OF BURLINGTON

149 CHURCH STREET

BURLINGTON

, VT 05401

POLICY NUMBER  
B 2097826919

INSURED NAME AND ADDRESS  
THE SKI RACK, INC.  
85 Main St  
BURLINGTON, VT 05401

**FORMS AND ENDORSEMENTS SCHEDULE**

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

**COMMERCIAL GENERAL LIABILITY**

The following forms have been added to your policy, effective 04/08/2013

FORM NUMBER	FORM TITLE
SB300184A	01/2006 Addl Insr'd - State/Political Subdivision-Premises

000020



Countersignature

*Thomas F. Holman*  
Chairman of the Board

*Jonathan Kauter*  
Secretary

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS**  
**RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE**

**State Or Political Subdivision**

[Empty box for State Or Political Subdivision information]

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured:**

5. Any state or political subdivision shown in the Schedule is also an insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

000020

3002090150441003010473711217



**LICENSE AGREEMENT FOR TABLES AND CHAIRS**  
**WITH RADIO BEAN COFFEEHOUSE**  
**2013-2014 SEASON**

This LICENSE 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 (hereinafter CITY) and RADIO BEAN, INC. d/b/a RADIOBEAN COFFEEHOUSE, a commercial establishment located at 8 No. Winooski Ave., Burlington, Vermont (hereinafter RADIO BEAN or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 8 No. Winooski Ave.; and

WHEREAS, RADIO BEAN stated on its application (attached hereto as Exhibit A) that it wishes to place 6 tables and 24 chairs on the sidewalk area in front of the building at 8 No. Winooski Ave.; and

WHEREAS, RADIO BEAN has stated in its permit application that there are no physical barriers around the tables and chairs and they will cover a 210 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and RADIO BEAN enter into the following License Agreement:

1. TERM

The CITY grants to RADIO BEAN (hereinafter LICENSEE) a license to place 6 tables and 24 chairs covering an area of 210 sq. ft on the public right-of-way at 8 No. Winooski Ave.

for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain tables and chairs on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that at all times there is a 5 ft. right-of-way for pedestrian traffic. The tables and chairs shall be placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the tables and chairs in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and any damage to the tables and chairs is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The tables and chairs shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The tables and chairs shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the tables and chairs. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the tables and chairs and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, 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 pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its 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. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the tables and chairs.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, 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.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

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

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Miro Weinberger, Mayor  
Duly Authorized

RADIO BEAN, INC. d/b/a  
RADIO BEAN COFFEEHOUSE

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance - RADIO BEAN, 8 No. Winooski Ave.. (Tables & Chairs) 2013  
5/1/13





CITY ATTORNEY'S OFFICE  
APR 26 2013  
RECEIVED

OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401  
Voice (802)865-7000  
FAX (802)865-7014  
TTY (802)865-7142  
Amy Bovee (802)865-7019  
Ron Gore (802)865-7562

**Encumbrance Application / Renewal**

Effective 04/30/2013 - 04/30/2014

LEE M ANDERSON  
RADIO BEAN COFFEEHOUSE  
8 NORTH WINOOSKI AVE  
BURLINGTON, VT 05401

DATE: Tuesday, February 5, 2013  
PHONE: 802-660-9346 802-598-1299  
FAX:  
EMAIL:

DBA NAME: RADIO BEAN COFFEEHOUSE

COMPANY: RADIO BEAN INC

LOCATION: 8 NORTH WINOOSKI AVE

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

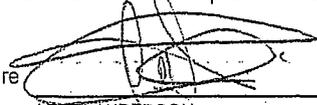
Placement of Encumbrance: 6 tables, 24 chairs, fencing

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 210

**PLEASE ATTACH:**

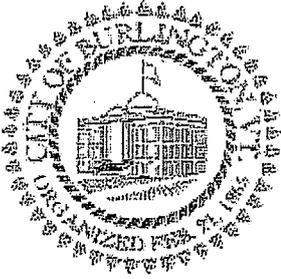
1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \_\_\_\_\_

Signature   
LEE M ANDERSON

Date 2/12/13

For office use only: Amount received \$ 210.00 on 2/26 Check # 13967  
Sent to Attorney: 4/29 25.00 14003

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: RADIO BEAN COFFEEHOUSE

DATE: Friday, April 26, 2013

COMPANY: RADIO BEAN INC

PHONE: 802-660-9346 802-598-1299

LOCATION: 8 NORTH WINOOSKI AVE

FAX:

MAILING ADDRESS: LEE M ANDERSON  
 8 NORTH WINOOSKI AVE  
 BURLINGTON, VT 05401

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: TABLES/CHAIRS WITHIN ROPED AREA  
AREA TO BE KEPT CLEAN, NO DEBRIS

4. A 210 square foot placement of 6 Tables, 24 Chairs, Fencing at 8 NORTH WINOOSKI AVE

DEPARTMENT OF PUBLIC WORKS

Approved? Yes   
 No

AREA TO BE KEPT CLEAN  
 WILL SPOT CHECK AREA  
 Explain: PERMIT IS CONTINGENT OF CONDITION  
OF AREA

Signature Ron Gore

Date: 04/25/13

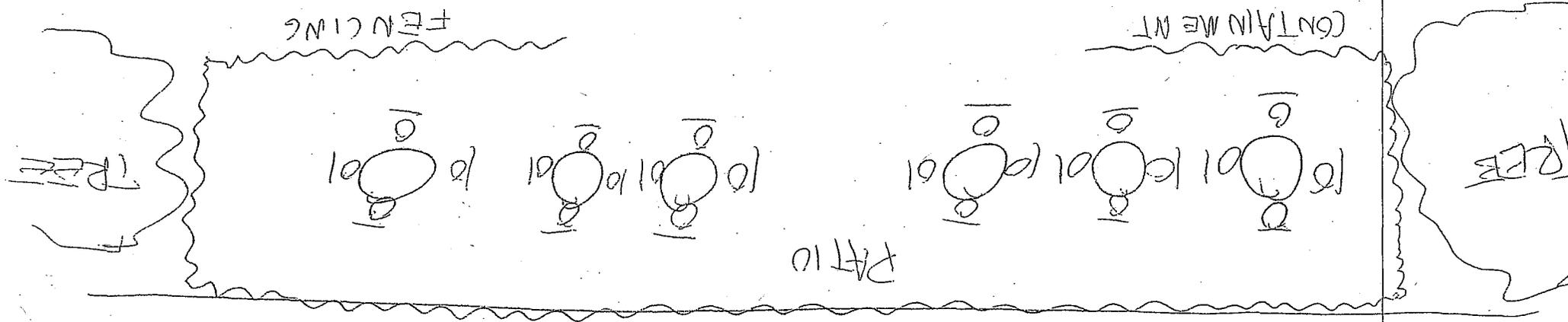
Exhibit B

Exhibit C

STREET FRONT



SIDEWALK



N. WINDSICK AVE

Radio Bean  
8-10 N WINDSICK AVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

### CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

*Exhibit E*

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Any When We Do Not Renew Condition is deleted.**

The following Conditions are added:

**1. WHEN WE DO NOT RENEW**

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the policy; or

- (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

**2. RENEWAL**

a. If we:

- (1) Elect to renew this policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Any ~~When We Do Not Renew~~ Condition is deleted.

The following Conditions are added:

**1. WHEN WE DO NOT RENEW**

a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the policy; or

- (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

**2. RENEWAL**

a. If we:

- (1) Elect to renew this policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.





Hospitality Insurance Company  
 95A Turnpike Road, 1st Floor  
 Westborough, MA 01581  
 (877) 366-1140

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 DECLARATIONS PAGE**

POLICY NO.: 44000380GL

**NAMED INSURED AND MAILING ADDRESS**

Radio Bean, Inc.  
 8 North Winooski Ave  
 Burlington, VT 05401

**AGENT AND MAILING ADDRESS**

New England Excess Exchange  
 P.O. Box 219  
 79 River Street  
 Montpelier, VT 05601

Agent Code: 1788

Additional Insured:  
 City of Burlington  
 149 Church Street  
 Burlington VT 05401

Certificate Holder:  
 Clark W. Hinsdale, Jr.  
 294 No. Winooski Ave  
 Burlington VT 05401

Additional Insured:  
 Opportunities Credit Union  
 18 Pearl Street  
 Burlington VT 05401

Additional Insured:  
 Blanket Additional Insured

POLICY PERIOD: FROM 03/01/2013 TO 03/01/2014 AT 12:00 AM STANDARD TIME  
 AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE.

AMENDED: 3/1/2013

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
 WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
Each Occurrence Limit	\$1,000,000	
Legal Liability to Premises Rented to You Limit		Any one premises
Medical Expense Limit	\$5,000	Any one person
Personal and Advertising Injury Limit	\$1,000,000	Any one person or organization
General Aggregate Limit	\$2,000,000	
Products / Completed Operations Aggregate Limit	\$2,000,000	

**RETROACTIVE DATE (CG 00 02 ONLY)**

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND  
 ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: \_\_\_\_\_  
 (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Burlington 149 Church St Burlington VT 05401
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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**AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
TO MAINTAIN TABLES AND CHAIRS ON A  
PORTION OF THE CITY’S RIGHT-OF-WAY WITH  
RADIO BEAN**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, RADIO BEAN COFFEE, INC. d/b/a RADIO BEAN COFFEEHOUSE of Burlington, Vermont (hereinafter RADIO BEAN) is an establishment doing business in a commercial building located at 8 No. Winooski Ave. in the City of Burlington, Vermont; and

WHEREAS, RADIO BEAN desires to place 6 tables and 24 chairs in the public right-of-way in front of its establishment at 8 No. Winooski Ave.; and

WHEREAS, RADIO BEAN wishes to enter into a License Agreement with the City for such tables and chairs; and

WHEREAS, the placement of the respective tables and chairs has been reviewed and approved by the Department of Public Works with conditions to address public safety concerns; and

WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of thirty (30) days;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes RADIO BEAN to place 6 tables and 24 chairs covering an area of 210 sq. ft. on a portion of the public right-of-way adjacent to its establishment at 8 No. Winooski Ave. as indicated in and pursuant to its License Agreement upon entering into the License Agreement in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

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FIRE EQUIPMENT MUTUAL SHARING AGREEMENT

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, municipal and volunteer fire departments in Vermont, including the Burlington Fire Department, have a strong and proud history of cooperation and mutual aid in their efforts to protect and preserve the people and property of the state of Vermont; and

WHEREAS, many municipal and volunteer fire departments and Emergency Medical Service (EMS) organizations in Vermont, including Burlington’s Fire Department, periodically have emergency equipment needs that require them to temporarily secure equipment needed for fire protection, fire prevention and emergency medical services; and

WHEREAS, recently, for example, the Burlington Fire Department needed to borrow an ambulance from the South Burlington Fire Department; and

WHEREAS, it is in Burlington’s interest to borrow such equipment from another department under terms that are clear, mutual, fair and beneficial; and

WHEREAS, to this end a Mutual Equipment Sharing Agreement has been negotiated between the fire departments of Burlington and South Burlington with the assistance of the Burlington City Attorney’s Office and the City’s insurance advisor; and

WHEREAS, the Burlington Board of Finance reviewed this agreement at its meeting on May 13, 2013 and recommended that the agreement be approved by the full City Council at its May 20, 2013 meeting;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves a mutual equipment sharing agreement between Burlington and South Burlington in substantially the same substance and form as the attached agreement and authorizes the Chief of the Burlington Fire Department, Seth Lasker, to enter into such an agreement with South Burlington, subject to the prior review and approval of the City Attorney; and

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FIRE EQUIPMENT MUTUAL SHARING AGREEMENT

BE IT FURTHER RESOLVED that the Council further authorizes the Chief to enter into additional agreements with any other municipal or volunteer fire department or EMS organization that are substantially the same in substance and form as the attached agreement with South Burlington when the chief determines they are in the best interest of the Department, subject to the prior review and approval of the City Attorney.

lb/emb /c: Resolutions 2013/Fire Dept. Equipment – Mutual Sharing Agreement with So. Burlington & other Municipal Fire Departments & EMS Organizations  
5/14/13

## Mutual Equipment Sharing Agreement

This Agreement is made and effective \_\_\_\_\_, by and between CITY OF SOUTH BURLINGTON and CITY OF BURLINGTON, by and through their fire departments.

It being in the mutual interest of the parties that one may borrow certain equipment from the other for the purpose of municipal operations, the Parties hereby agree to lend and borrow to and from each other equipment needed by their respective fire departments for the performance of departmental duties under the conditions set forth in this Agreement.

1. The Parties shall memorialize the sharing of equipment in writing. Writings memorializing equipment sharing loans shall state a description of the Equipment and its Stated Value, the term of the loan noting the commencement and expiration dates, and a statement acknowledging that the loan agreement is being made subject to the terms of this Agreement. The Parties may agree to lend/borrow the Equipment for additional periods of time provided that such additional loans of the Equipment shall be separately documented in writing and such additional loans shall be deemed a renewal of this Agreement for the applicable loan term.
2. There will be no charge for the use of the Lender's equipment.
3. The Lendee shall use the Equipment in a careful and proper manner. The Parties shall comply with and conform to all national, state, municipal, and local laws, ordinances and regulations. Such ordinances include, but are not limited to, the City of Burlington's Livable Wage, Outsourcing and Union Deterrence ordinances, if such are made applicable by the value of the loan, such value being the cost to the Lendee to rent the Equipment on the open market. Without limiting the foregoing, the Lendee shall only allow persons properly trained, qualified, and, as applicable, licensed and approved, to operate the Equipment.
4. The Lendee, at its own cost and expense, shall keep and return the Equipment in good repair, condition and working order and shall furnish any and all parts, fuels, fluids, mechanisms and devices required to keep and return the Equipment in good mechanical working order.
5. The Lendee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever, except for loss or damages attributable to the negligence or willful misconduct (acts or omissions) of the Lender. No loss or damage to the Equipment or any part thereof shall impair any obligation of the Lendee under this Agreement. In the event of loss or damage of any kind whatever to the Equipment, within 30 days the Lendee shall, at the Lender's option: Place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay to Lender the Stated Valuation of the Equipment.
6. At all times during which the Equipment is loaned to the Lendee, the Lendee shall continuously maintain and pay for all risk insurance coverage against loss of and damage to the Equipment for not less than the Stated Value (stated value to be provided by the Lender) of the Equipment. The Lender shall be listed as "loss Payee" on Lendee's Auto Physical Damage or Inland Marine policy, whichever applies to insuring the equipment against physical damage losses. During the period in which the Equipment is loaned to the Lendee, the Lendee shall continuously maintain and pay for automobile liability insurance coverage and general liability insurance coverage, each with a minimum per occurrence limit of \$5,000,000. (the insurance limit requirement for Auto and General Liability can be combined with an Excess/Umbrella liability policy to achieve the desired coverage limits) The Lendee further shall cause Lender to be named, during the period of the Equipment loan, as "additional insured" under all such coverages for actions, losses, expenses, or damages that arise out of, relate to, or are in any manner connected with the Lendee's use of the Equipment. Such insurance shall be primary and non-contributory for Lender as the "additional insured".
7. The Lender will indemnify and hold the Lendee and its officers, employees, and agents harmless from and against any costs, damages and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any demand or claim made or asserted or any lawsuit or other legal action filed against the Lendee and its departments and respective, officers, employees, and agents to the extent the costs, damages or expenses are attributable to: (i) the negligence or willful misconduct of the Lender or any of its agents; (ii) the failure of the Lender to comply with all applicable federal or state laws, rules and regulations; or (iii) a breach by the Lender of any of its obligations, warranties, or representations herein.

The Lendee shall indemnify and hold Lender and its respective officers, employees, and agents harmless from and against any costs, damages and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any demand or claim made or asserted or any lawsuit or other legal action filed against the Lender and its respective officers, employees, and agents to the extent the costs, damages or expenses are attributable to: (i) the negligence or willful misconduct of the Lendee or any of its agents; (ii) the failure of the Lendee to comply with all applicable federal or state

laws, rules and regulations in performing its duties or discharging its responsibilities under this Agreement, or (iii) a breach by the Lendee of any of its obligations, warranties, or representations herein.

8. The Parties, for themselves, their insurers, and their officers, employees and agents, do hereby mutually waive all rights of subrogation on any claims of general liability, auto liability, worker's compensation, and umbrella liability and inland marine physical damage coverage for borrowed equipment.

The Parties hereto have executed this Agreement as of the day and year first above written.

City of Burlington, VT

By: Burlington Fire Department

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Name/Title

City of South Burlington, VT

By: South Burlington Fire Department

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Name/Title

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ACCEPTANCE OF VERMONT DEPARTMENT OF PUBLIC SAFETY  
GRANT TO PURCHASE 19 PORTABLE RADIOS AND 1 MOBILE RADIO  
AND BUDGET AMENDMENT AUTHORIZING THE PURCHASE

In the year Two Thousand Thirteen.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Burlington Police Department has an authorized staff of 100 Police Officers, 2 Community Service Officers, 12 Beach and Parks Patrol Officers, 2 Support Staff, and 8 Reserve Officers; and

WHEREAS, the Department has a long instituted and successful policy of issuing each staff member a portable radio which has resulted in the life expectancy of the radios being greatly extended because each member who is issued a radio is specifically responsible and accountable for it and during critical and/or catastrophic incidents the Department can be assured the equipment is going to be operable; and

WHEREAS, the Department currently possesses only 105 portable radios which are all issued to staff, meaning that the Department has a deficit of 19 portable radios; and

WHEREAS, the Department maintains a utility four wheel drive pick-up truck, the primary vehicle for the Community Service Officers, which does not have a mobile radio; and

WHEREAS, the Department has been awarded a Vermont Department of Public Safety Grant # 02140-70252-216 in the amount of \$50,248, to purchase the needed 19 portable radios and 1 mobile radio without a match by the Department being required; and

WHEREAS, the Department made a presentation to the Finance Board on May 13, 2013 and received its approval to move this matter to the full City Council for its approval;

NOW, THEREFORE, BE IT RESOLVED that Michael Schirling, Police Chief of the Burlington Police Department, or his designee, hereby is authorized to enter into Vermont Department of Public Safety Grant # 02140-70252-216 in the amount of \$50,248, to purchase the 19 portable radios and 1 mobile radio; and

BE IT FURTHER RESOLVED that the FY 2013 budget be and hereby is amended as proposed by the Mayor at the May 13, 2013 Board of Finance meeting for the purpose of adding \$ 50,248 to both

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ACCEPTANCE OF VERMONT DEPARTMENT OF  
PUBLIC SAFETY GRANT TO PURCHASE 19  
PORTABLE RADIOS AND 1 MOBILE RADIO  
AND BUDGET AMENDMENT AUTHORIZING  
THE PURCHASE

the Department Revenue and Expenditure accounts in order to account for the receipt of this grant and its  
expenditure on this equipment:

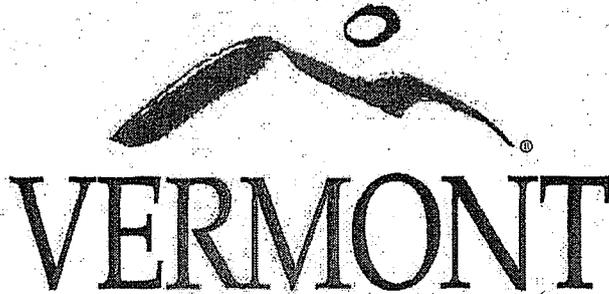
INCREASE:

<u>Revenue</u>	<b>101-17-044.4875_135</b> (Grant State Capital)	\$50,248
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Project—BPD 20120 HSG (216)—Homeland Security Portable Radios

<u>Expense</u>	<b>101-17-044.6211_120</b> (Specialized Equipment)	\$50,248
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**STATE OF VERMONT  
STANDARD SUBGRANT AGREEMENT  
(Federal Fund Source to Non-State Recipient)  
VERMONT DEPARTMENT OF PUBLIC SAFETY**

**AGREEMENT # 02140-70252-216**

**Burlington, City of / Burlington City Police Department**

*DPS/GMU Use Only*

SAM checked for DUNS currency and subrecipient exclusions Date: \_\_\_\_\_ Initial: \_\_\_\_\_  
<https://www.sam.gov/portal/public/SAM/>

DPS Restricted Parties List checked Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Risk Assessment completed Date: \_\_\_\_\_ Initial: \_\_\_\_\_

VISION Vendor # \_\_\_\_\_ Address # \_\_\_\_\_

Entered In:  VISION Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Entered In:  FFATA (if over \$25K) Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Federal fund Standard Format to Non-State Agencies only



**Parties:** This is a Subgrant Agreement between the State of Vermont, **Department of Public Safety** (hereinafter called "State"), and Burlington, City of / Burlington City Department (hereinafter called "Subrecipient"). Subrecipient  is/  is not required by law to have a Business Account Number from the Vermont Department of Taxes. The Account Number is #

Subrecipient Federal Tax Identification Number: 03-6000410  
Subrecipient DUNS Number: 614816635

**Subrecipient Addresses:**

Mailing

City Hall Room 22

149 Church St

Burlington

Vermont

05401

Physical\*

1 North Ave

Burlington

Vermont

05401-5220

\*As provided on the CCR Registry  
PO Box not acceptable

**Subject Matter:** The subject matter of this Subgrant Agreement is State Homeland Security Grant- Equipment Law Enforcement.

Detailed services to be provided by the Subrecipient are described in Attachment A.

**Subgrant Term:** The period of performance (effective dates) of this subgrant shall begin on the later of May 1, 2013 or the date the Department of Public Safety authorized representative(s) signs this agreement; and the period of Subrecipient's performance shall end on July 30, 2013. ***State will not reimburse any expenses incurred prior to the execution date of this agreement. The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement.***

**Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$50,248.00**.

**Source of Funds:**

Federal Funds 100 % Other Funds \_\_\_\_\_ %

Match required: Yes  No  If Yes \_\_\_\_\_%, \$ \_\_\_\_\_ If maximum reimbursement is sought.

CFDA Title: State Homeland Security Grant Program

CFDA Number: 97.067

Award Name: FY10 Homeland Security Grant Program

Award Number: 2010-SS-T0-0083

Award Year: 2010

Federal Granting Agency U. S. Department of Homeland Security

Research and Development Grant Yes  No

**Amendment:** No changes, modifications, or amendments in the terms and conditions of this subgrant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

**Cancellation:** This Subgrant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

**Contact persons:** The Subrecipient's contact person for this award is: Deputy Chief Andi Higbee. Telephone Number: 802-238-1264. E-mail address: Ahigbee@bpdvt.org.

**Fiscal Year:** The Subrecipient's fiscal year starts (month) July and ends (month) June.

**Public Safety Subgrant Contacts:**

Project Workcenter

Grants Management Unit

Name: Michael Manning

Name: Kimberly Cruickshank

Phone: (802) 241-5095

Phone: (802) 241-5416

E-Mail: Michael.Manning@state.vt.us

E-Mail: Kimberly.Cruickshank@state.vt.us

**Attachments:** This Subgrant Agreement consists of 17 pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

- AKC Attachment A - Scope of Work to be Performed
- AKC Attachment B - Payment Provisions
- AKC Attachment C - Customary State Subgrant Provisions
- AKC Attachment D - Other Provisions
- AKC Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this subgrant agreement, its provisions, attachments and conditions contained herein.

**STATE OF VERMONT**  
Department of Public Safety

**SUBRECIPIENT**  
Authorized Representative

By: \_\_\_\_\_

By: [Signature]

Keith Flynn  
Commissioner

Title: ASSISTANT CAO-FINANCE

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

Date: May 6, 2013

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

**ATTACHMENT A**  
**SCOPE OF WORK TO BE PERFORMED**

**Objective:** SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events.

The sub-recipient agrees to purchase only items that are listed below that have been approved by the Homeland Security Unit. The sub-recipient **may not** change the quantity of items listed below. Any alternate equipment items must be requested in writing and approved in writing by the Homeland Security Unit. Written approval from the Homeland Security Unit must be received prior to ordering any alternate items.

**Activity to be Performed:**

Motorola XTS2500 Portable Radio	19	\$	46,873.00
Motorola XTL2500 Dashmount Mobile Radio	1	\$	3,375.00

Total \$ 50,248.00

**Performance Measures:**

1. Burlington City Police Department shall have received the equipment within 30 days of the end of the performance period.

**ATTACHMENT B  
PAYMENT PROVISIONS**

*The State agrees to compensate the Subrecipient for services performed up to the maximum amounts stated below provided such services are within the scope of the subgrant and are authorized as provided for under the terms and conditions of this subgrant.*

**TOTAL AWARD AMOUNT: \$ 50,248.00**

Provide detailed subgrant budget information here:

Equipment	\$50,248.00
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During the performance of this subgrant, any of the cost categories may be increased or decreased by up to 10% with the approval of the DPS Grant Management Unit contact shown on page 3 provided the Total Award Amount is not exceeded.

**PROGRAMMATIC REPORTING REQUIREMENTS:**

Program Progress Reports are due no later than the fifteenth of the month following the quarter being reported, (January 15, April 15, July 15, and October 15).

Submit to the Vermont Homeland Security Unit

Questions: Please contact Michael Manning [Michael.Manning@state.vt.us](mailto:Michael.Manning@state.vt.us).

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form.

The subrecipient must submit a Subgrant Closeout Report to the Vermont Department of Public Safety no later than 30 days after the end date of the subgrant. In the event complying with this provision becomes impossible, contact the DPS Program Workcenter contact shown on page 3.

**FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:**

**Please be sure to have the following when submitting the Request for Reimbursement form: Purchase Order (if invoice is dated after the end of the performance period), Invoice, and Copy of the Check.**

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request such reimbursement:

Limited cash advance: Subgrantees must submit the DPS Financial Report form with detailed documentation of incurred expenses marked "Received not paid" to receive payment.

Reimbursement in arrears of expenditures with attached documentation. Subgrantees must submit the DPS Financial Report form with detailed documentation of incurred expenses paid to receive payment.

Requests for reimbursement or payment must be requested using a Vermont Department of Public Safety Financial Report Form. Requests for reimbursement must be submitted to the Vermont Department of Public Safety, Grants Management Unit no later than the end of the month following the month in which the expenses were incurred.

DPS will not make any payments on this subgrant unless the subrecipient meets all provisions of the subgrant.

Subrecipients will submit their reimbursement requests with any required documentation attached to the form at the time of submission to their respective Grants Management Unit subgrant manager(s) at:

Name: Kimberly Cruickshank  
Vermont Department of Public Safety/GMU  
Address 103 South Main Street  
Waterbury, VT 05671-2101

**ATTACHMENT C  
STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.  
  
The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.  
  
After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.  
  
The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums, which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
  - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
  - a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include all subcontract or subgrant agreements and a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or

excluded from participation in federal programs or programs supported in whole or in part by federal funds.

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**ATTACHMENT D  
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this subgrant, the subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The subrecipient can confirm the status of potential vendors by conducting a search on the Excluded Parties List System website ([www.EPLS.gov](http://www.EPLS.gov)). At this time, DPS does not require sub recipients to submit proof of verification with any reimbursement request; however, the sub recipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C, paragraph 10.

### 3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

#### **ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)**

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

Check if there are workplaces on file that are not identified here.

#### **ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)**

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

#### **4. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS**

1. All subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
  - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
  - b. All subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of a subgrant award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
  - a. Presents, classifies and retains all detailed financial records related to the subgrant award. Financial records must be retained by the subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
  - b. Provides information for planning, control and evaluation of direct and indirect costs;
  - c. Provides cost and property control to ensure optimal use of the grant funds;
  - d. Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
  - i. having new or substantially changed systems
  - ii. having new compliance personnel
  - iii. loss of license or accreditation to operate program
  - iv. organizational restructuring.

**5. SUPPLEMENTING NOT SUPPLANTING:**

Federal funds must be used to supplement and not replace (or supplant) local or state funds which have been appropriated for the same purpose. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**6. FOLLOWING SUBRECIPIENT PROCEDURES:**

The undersigned certifies that the subrecipient organization has in place standard policies and procedures that govern the subrecipient's payroll, purchasing, contracting and inventory control in accordance with OMB A-87, Appendix A, Section C 1.e. The undersigned further certifies that the subrecipient organization will use those policies and procedures for any approved expenditure under this subgrant and for any equipment purchased with subgrant funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the subrecipient from requirements of federal financial management, requirements in Circulars A-133, A-110, A-122, A-87 or other applicable Circulars, CFRs and requirements in the various federal departments' grant management documentation nor does this imply that local policies and procedures supersede federal directives.

**ATTACHMENT E  
FUNDING SOURCE SPECIAL CONDITIONS**

**Mobile and portable radios awarded through this initiative will need to have the national calling and tactical channels programmed in by a vendor as follows:**

VHF Channel Name	Short Name (6 char)	Rx FREQ	Rx CTCSS	Tx FREQ	Tx CTCSS	
VCALL10	VCAL10	155.7525	none*	Simplex		156.7
VTAC11	VTAC11	151.1375	none*	Simplex		156.7
VTAC12	VTAC12	154.4525	none*	Simplex		156.7
VTAC13	VTAC13	158.7375	none*	Simplex		156.7
VTAC14	VTAC14	159.4725	none*	Simplex		156.7

UHF Channel Name	Short Name (6 char)	Rx FREQ	Rx CTCSS	Tx FREQ	Tx CTCSS	
UCALL40	UCAL40	453.2125	none*	458.2125	156.7**	
UCALL40D	CAL40D	453.2125	none*	Simplex		156.7
UTAC41	UTAC41	453.4625	none*	458.4625	156.7**	
UTAC41D	TAC41D	453.4625	none*	Simplex		156.7
UTAC42	UTAC42	453.7125	none*	458.7125	156.7**	
UTAC42D	TAC42D	453.7125	none*	Simplex		156.7
UTAC43	UTAC43	453.8625	none*	458.8625	156.7**	
UTAC43D	TAC43D	453.8625	none*	Simplex		156.7

**Special Conditions:**

This condition must be met for your reimbursement request to be processed.

- In an effort to support the national priority to sustain the law enforcement terrorism prevention capability DHS has established a top priority to educate law enforcement on the National Suspicious Activity Initiative (NSI). This initiative standardizes suspicious activity reporting nationwide. In collaboration with the DHS, the IACP has created a one hour on line training to ensure standardized identification and reporting of suspicious criminal activity. In an effort to ensure that Vermont meets these benchmarks all LE agencies' sworn personnel (part and full time) are required to participate in this one hour on line training as a condition of receiving homeland security grants. It is understood that not all sworn personnel will be available to participate due to a number of valid reasons however progress will be substantiated through reports generated by the Vermont Police Academy on a quarterly basis beginning April 1. It is also understood that this is an ongoing process and that no agency will ever be at 100% compliance. Agencies may access the Vermont training through the Vermont Police Academy at the following links: <http://vcjtc.vermont.gov/training> click on the link for online training or <https://www.jpmaweb.com/etrain/index.asp?o=162>. Should you have any questions please contact Lt. Mike Manning.
- By taking receipt of the equipment granted in this award, the sub grantee agrees to conduct and/or participate in one HSEEP compliant discussion based exercise (Seminar, Workshop or Tabletop) specific to the capability being built with this award within the 12 month period after the

end of the grant term. Exercise activity must be coordinated through the Vermont Homeland Security Unit.

- Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont's NIMS Implementation Plan. As outlined in HSPD-5 (National Incident Management) DHS mandates that States begin the process of institutionalizing NIMS. The sub recipient agrees to incorporate NIMS into existing training programs and exercises; incorporate NIMS into Emergency Operations Plans (EOP's); promote intrastate mutual aid agreements and institutionalize the use of the Incident Command System. Once mutual aid agreements have been executed, the sub recipient must provide copies to their Local Emergency Planning Committees.
- As part of this agreement, the Sub recipient shall indicate the serial number of the equipment purchased and the placement. Please use the HSU asset template for reporting. This can be found on our website [www.vthomelandsecurity.org](http://www.vthomelandsecurity.org). Any equipment purchased by or furnished to the Sub recipient by the State under this Grant Agreement will remain the property of the Sub recipient.
- Agencies must maintain a Homeland Security Asset list. This can be combined with the agencies ongoing asset list, however, items purchased with Homeland Security funds must be identified as such.

Equipment: The sub recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

- Effective January 1, 2004, pursuant to the authority granted in VSA Title 20, Section 2054, all state law enforcement agencies, sheriff departments, and municipal police departments shall report their crime statistics to the Vermont Criminal Information Center in compliance with the National Incident Based Reporting System (NIBRS) as a condition for any and all grant awards.
- A high priority is placed on ensuring that all awards reflect regional coordination and regional integration.
- **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Sub recipient under this Grant Agreement shall be approved/reviewed by the State prior to release.
- **Davis-Bacon Act:** The sub recipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.
- **Data Collection:** The sub recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

This subgrant is subject to the requirements of all federal laws, policies and bulletins. Most notably  
2 CFR 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)  
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,  
2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,  
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,

State of Vermont  
Subgrant Agreement

Agreement # 02140-70252-216

2.CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and  
A-133 Audits of States, Local Governments and Non-Profit Organizations.

These referenced documents can be found at:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

This subgrant is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

**Bulletin 5, Single Audit Policy For Subgrants**

**Addendum 5.0** - issued 12/5/08

**Addendum 5.0** - issued 4/21/2009

**Bulletin 5.5, State Grant Monitoring Policy**

**Bulletin 5.5 Supplement, State Grants Plan Guidelines**

**Addendum 5.5** - issued 12/5/08

*The following references are for Federal Agency specific requirements which subgrants of the agency's funds must comply. Grants managers should delete those references that do not apply to the funding source for the subgrant.*

This subgrant is subject to the requirements for the federal agency providing the funds. The link below will connect to the appropriate CFR:

CFR 44 – Emergency Management Assistance:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=1c469db093c5f86e3e7cf10c768b92d3;rqn=div5;view=text;node=44%3A1.0.1.1.13;idno=44;cc=ecfr>





**BURLINGTON POLICE DEPARTMENT**

1 North Avenue  
Burlington, Vermont 05401

Michael E. Schirling  
Chief of Police

Phone (802) 658-2704  
Fax (802) 865-7579  
TTY/TDD (802) 658-2700

TO: Members of the Burlington Board of Finance and City Council

FROM: Lise E. Veronneau, Business Administrator  
**BURLINGTON FIRE & POLICE DEPARTMENTS** *Lise*

DATE: May 13, 2013

RE: VERMONT DEPARTMENT OF PUBLIC SAFETY  
Grant AGREEMENT # 02140-70252-216

This is a request from the **Burlington POLICE Department** to the Board of Finance and City Council to **accept this grant** to purchase nineteen (19) Motorola XTS2500 Portable Radios and (1) Motorola XTL2500 Dashmount Mobile Radio as approved by the State of Vermont. The **State of Vermont, Department of Public Safety** funding in the amount of **\$50,248** has been approved per the attached grant.

Grant begins on May 1, 2013 and ends on July 30, 2013.

There is no match requirement for this grant.

A resolution is being drafted and forwarded to the City Attorney to accept the grant and associated budget amendments including the following budget change:

**INCREASE:**

**Revenue:**

Account **101-17-044.4875\_135** (Grant State Capital) \$50,248  
Project - BPD 2010 HSG (216) - 2010 Homeland Security Portable Radios

**Expense:**

Account **101-17-044.6211\_120** (Specialized Equipment) \$50,248

Attached is the grant award document. Additional supporting documentation can be made available upon request. The purchasing guidelines with the State of Vermont for grants and City of Burlington will be followed.

CC: Michael E. Schirling, Chief of Police  
Andy Higbee, Deputy Chief

*Respect ~ Honor ~ Remember*

*Officer James W. McGrath, end of watch May 12, 1904; Officer J. Albert Fisher, end of watch December 15, 1947*

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**REAPPOINTMENT OF WILLIAM WARD  
AS CITY HEALTH OFFICER**

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, state law requires a recommendation from the City Council to the Vermont Commissioner of Health for the appointment of the City's Health Officer; and

WHEREAS, the Director of Code Enforcement has historically been recommended to be appointed Burlington Health Officer because it is essential to an effective chain of command and proper span of control over health officer activities since the Code Enforcement Director is responsible for supervising the Code Enforcement Inspectors who also serve as the City's Deputy Health Officers; and

WHEREAS, the Director of the Code Enforcement Office is also responsible for supervising the staffing of the Burlington Board of Health and the Burlington Board of Health has unanimously recommended that William Ward be reappointed to be Burlington Health Officer; and

WHEREAS, the Mayor recommends that the Council recommend Code Director Ward to the Commissioner for appointment as City Health Officer;

NOW, THEREFORE, BE IT RESOLVED that the City Council recommends the reappointment of William Ward as Burlington Health Officer by the Vermont Commissioner of Health.



VERMONT

Department of Health  
Environmental Health  
108 Cherry Street – PO Box 70  
Burlington, VT 05402-0070  
HealthVermont.gov

[phone] 802-863-7220  
[fax] 802-863-7483  
[toll free] 800-439-8550

Agency of Human Services

RECEIVED  
2013 MAY -3 P 4: 18  
BURLINGTON CLERK  
TREASURER'S OFFICE

May 1, 2013

Chair of the Selectboard  
Town of Burlington  
Town Clerk's Office  
149 Church Street  
Burlington, VT 05401

Dear Sir or Madam:

I am writing to you regarding your Town Health Officer's term of office, which, will expire on 5/31/2013. We would like to have a recommendation from the Selectboard for a Town Health Officer to serve for the next three years, and have enclosed a recommendation form, which should be completed and returned to this office as soon as possible.

The Department of Health believes that you should recommend someone who is interested in responding to and resolving **issues associated with rental housing, water/septic, mold and other public health issues** that often arise or are disputed between different parties.

If you designate a new individual to be appointed to this position, please ensure that the recommended individual takes the enclosed oath/affirmation in the presence of a person authorized to administer oaths/affirmations. This must be returned to the Health Department in tandem with the recommendation form. We will be unable to process the appointment of the new Health Officer until we are in possession of the completed oath. For electronic copies of the Town Health Officer Recommendation and Oath Forms please consult the Vermont Department of Health's Town Health Officer webpage which is located at: <http://www.healthvermont.gov/local/tho/tho.aspx>.

The law provides that the Department of Health appoint a Health Officer upon recommendation of the selectboard. Thus, we urge you to give this matter your immediate attention.

If you have any questions please contact me at 800-439-8550.

Sincerely,

Lori Cragin, MS, PhD  
State Epidemiologist - Environmental Health  
Vermont Department of Health

Enclosures (2)





**FOR OFFICE USE ONLY**

Beginning Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Resignation Date: \_\_\_\_\_  
Entered: \_\_\_\_\_

## Town Health Officer Recommendation Form

Recommendation for:  Health Officer  Deputy Health Officer

This is a:  New Appointment  Re-appointment

Is a resignation letter needed from previous Town Health Officer?  Yes  No

Start Date: \_\_\_\_\_ Town/Municipality: \_\_\_\_\_

County: \_\_\_\_\_ Full Name: \_\_\_\_\_

Home Delivery Address: \_\_\_\_\_  
(DO NOT USE the Town Clerk Office or a Business for your Home Address)

Street Address for UPS Deliveries: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone(s): W: \_\_\_\_\_ H: \_\_\_\_\_ Cell: \_\_\_\_\_

Education: High School \_\_\_ College \_\_\_ Other (list) \_\_\_\_\_

Professional Degree: \_\_\_ (e.g. MD, RN, DVM, DDS) Occupation: \_\_\_\_\_

Please give a brief statement noting why the select board believes the recommended individual will make a good Health Officer:

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Chair of the Select Board

Print Name: \_\_\_\_\_

**Return completed recommendation form to:**  
VT Department of Health / Environmental Health  
108 Cherry Street • PO Box 70  
Burlington, VT 05402



## Town Health Officer Oath / Affirmation

In taking actions as a Local Health Officer under the authority of 18 VSA Chapters 3 and 11, I do solemnly swear/affirm that I will be true and faithful to the State of Vermont, and that I will not, directly or indirectly, do any act or thing injurious to the Constitution or Government thereof, so help me God (oath)/under the pains and penalties of perjury (affirmation).

I do solemnly swear/affirm that I will faithfully execute the office of Local Health Officer for the municipality named below and therein do equal right and justice to all persons, to the best of my judgment and ability, according to law, so help me God (oath)/under the pains of penalties of perjury (affirmation).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

Local Health Officer for the Municipality of

\_\_\_\_\_

State of Vermont

County of \_\_\_\_\_, SS.

Subscribed & sworn/affirmed before me this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_.

\_\_\_\_\_  
Notary Public

41 CHERRY STREET, LLC  
AMENDMENT TO ENCUMBRANCE  
PERMIT/LICENSE AGREEMENT

In the year Two Thousand Thirteen.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City and 41 Cherry Street, LLC entered into an Encumbrance Permit/License Agreement relative to the construction of a hotel at 41 Cherry Street on July 12, 2011; and

WHEREAS, the Encumbrance Permit/License provided for a term which ran from July 15, 2011 to March 31, 2013 and could be extended month to month as approved by DPW with the understanding that such approval could not be unreasonably withheld; and

WHEREAS, the parties have agreed to a four month extension of the Encumbrance Permit/License Agreement, but with the understanding that the pro rata fee for the extension will be waived in resolution of a dispute over a parking garage fee incurred and paid by 41 Cherry Street, LLC during the term of the Encumbrance Permit/License Agreement, and that such extension can be formally executed by way of a written amendment; and

WHEREAS; the Encumbrance Permit permitted 41 Cherry Street, LLC to have the right to occupy, obstruct and encumber up to 18 metered parking spaces for the duration of the Agreement, in order to facilitate the construction at a \$6.00/day/meter (excluding Sundays) rate throughout the term of the permit; and

WHEREAS, there were occasions when the encumbrance of up to 24 metered parking spaces was needed and used during the term of the Encumbrance Permit/License Agreement; and

WHEREAS, it is the desire of the parties to amend the Encumbrance Permit/License Agreement retroactively, in order to authorize the use of additional metered parking spaces, at the rate of \$6.00/day/meter (excluding Sundays), with the understanding that the City will reimburse 41 Cherry Street, LLC for any amounts paid in excess of the \$6.00/day/meter rate for said additional metered parking spaces used during the period covered by the Encumbrance Permit/License Agreement as amended; and

WHEREAS, the Board of Finance reviewed, approved and recommends approval by the City Council of the attached Amendment to the Encumbrance Permit/License Agreement on May 13, 2013;

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41 CHERRY STREET LLC:  
AMENDMENT TO ENCUMBRANCE  
PERMIT/LICENSE AGREEMENT

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes Mayor Miro Weinberger to execute an Amendment to Encumbrance Permit/License Agreement in substantial conformance with the attachment hereto, subject to the review and approval of the City Attorney.

lb/rwh/c: Resolutions 2013/License Agree for Encumbrance – Amendment - 41 Cherry St., LLC (Hotel Vermont)  
5/16/13

**AMENDMENT TO ENCUMBRANCE PERMIT/LICENCE AGREEMENT**  
**WITH 41 CHERRY STREET, LLC.**  
**July 15, 2011 – July 31, 2013**

This Amendment to Encumbrance Permit/License Agreement is by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and 41 CHERRY STREET, LLC., a Vermont Corporation with its principal offices in Burlington, Vermont (hereinafter CS or LICENSEE).

WHEREAS, the CITY and CS entered into an Encumbrance Permit/License Agreement relative to the construction of a hotel at 41 Cherry Street in Burlington, Vermont (the "Project") on July 12, 2011; and

WHEREAS, the Encumbrance Permit/License, provided for a term which ran from July 15, 2011 to March 31, 2013 and could be extended month to month as approved by DPW with the understanding that such approval could not be unreasonably withheld; and

WHEREAS, the parties have agreed that a pro-rata monthly extension of the Encumbrance Permit/License Agreement can be formally executed by way of a written amendment; and

WHEREAS; the Encumbrance Permit permitted CS to have the right to occupy, obstruct and encumber up to 18 metered parking spaces for the duration of the Agreement, in order to facilitate the construction at a \$6.00/day/meter (excluding Sundays) rate throughout the term of the permit; and

WHEREAS, there were occasions during the term when the encumbrance of up to 24 metered parking spaces were needed and used during the Project; and

WHEREAS, it is the desire of the parties to amend the Encumbrance Permit/License Agreement to retroactively authorize all such above referenced use as proper under the \$6.00/day/meter (excluding Sundays) rate set therein.

NOW THEREFORE, the parties hereto agree as follows:

1. **Term**. Section 1 of the Encumbrance Agreement/License Agreement; the first sentence concluding "until its termination on March 31, 2013" shall be amended with substitute concluding language which shall read: "until its termination on July 31, 2013."
2. **Parking Meters**. Section 4 of the Encumbrance Permit/License Agreement; first sentence commencing "CS shall have the right to occupy, obstruct and encumber up to 18 metered parking spaces" shall be amended with substitute commencing language to read: "CS shall have the right to occupy, obstruct and encumber up to 24 metered parking spaces".

All provisions of the Encumbrance Agreement/License Agreement not amended hereby shall remain in full force and effect.

Dated at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

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

41 CHERRY STREET, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Duly Authorized

lb/RWH 2013/License Agree for Encumbrance – Amendment - 41 Cherry St., LLC (Hotel Vermont)

AUTHORIZATION TO EXECUTE AMENDMENT #4 TO  
COOPERATIVE AGREEMENT WITH THE STATE OF VERMONT  
FOR THE CHAMPLAIN PARKWAY PROJECT

In the year Two Thousand Thirteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Southern Connector/Champlain Parkway/ MEGC-M5000 (1)/108 has been listed in the City’s Municipal Plan and Transportation Plan as a project to be completed and provides public benefit through the reduction of commuter and truck traffic in neighborhoods along the southern section of Pine Street and provides continuous access to the Waterfront from the south; and

WHEREAS, a portion of the project has been constructed and is currently unusable because it lacks a northern terminus; and

WHEREAS, a considerable amount of time, effort and funds have been expended in determining the best and most feasible course of action; and

WHEREAS, the City of Burlington is responsible for developing and maintaining all public infrastructure and facilities necessary for the continued success and development of its downtown, including the waterfront; and

WHEREAS, the funding equation for the Champlain Parkway is 95% Federal, 3% State and 2% Local and the local share for this design and permitting phase of the project is budgeted for in the Annual Street and Sidewalk Capital Improvement Program; and

WHEREAS, the City Council authorized the Mayor to execute the Cooperative Agreement in 1998; and

WHEREAS, the City Council authorized the Mayor to execute Amendments to the Cooperative Agreement in 2004, 2010 and 2012; and

WHEREAS, the original spending limits of the Cooperative Agreement and Amendment No. 1, No. 2 and No. 3 have been expended due to the complexity of the project; and

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AUTHORIZATION TO EXECUTE AMENDMENT # 4 TO  
COOPERATIVE AGREEMENT WITH THE STATE OF  
VERMONT FOR THE CHAMPLAIN PARKWAY PROJECT

WHEREAS, on May 13, 2013, the Board of Finance unanimously approved and recommended that City Council authorize the amendment of the agreement with the Vermont Agency of Transportation for the Champlain Parkway project in the total project amount of \$8,750,000;

WHEREAS, acknowledging the importance of how these amendments are to be reflected in actual expenses predicted for the current and future fiscal years, DPW staff is submitting revised capital budgets for the Champlain Parkway for FY 13 and FY 14, resulting thereby in a FY 13 capital budget total of \$700,000, with a local match obligation predicted to be 2% of the total valued at \$14,000 and has prepared a FY 14 capital budget total of \$941,500, with a local match obligation of 2% of the total valued at \$18,830;

NOW, THEREFORE, BE IT RESOLVED that Mayor Miro Weinberger is authorized to execute an amendment to the Cooperative Agreement with Vermont Agency of Transportation for the Champlain Parkway as attached hereto, subject to prior review and approval by the City Attorney; and

BE IT FURTHER RESOLVED that the Chief Administrator’s Office is hereby authorized to amend the FY 13 capital budget for the Champlain Parkway in accordance with the above provisions.



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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

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**Steven Goodkind, P.E.**  
*DIRECTOR OF PUBLIC WORKS*  
*CITY ENGINEER*

**Norman J. Baldwin, P.E.**  
*ASSISTANT DIRECTOR OF PUBLIC WORKS*

May 16, 2013

**TO:** Burlington City Council

**FROM:** Norman Baldwin, P.E. *NJB*  
Assistant Director-Technical Services

**RE:** Champlain Parkway-Cooperative Agreement Amendment and Amendment to  
Clough Harbor Design Contract

---

At the most recent Finance Board Meeting, the Department presented two request to the Finance Board related to the Champlain Parkway.

- Seeking the Finance Boards Authorization to allow the Mayor to execute the State of Vermont's Cooperative Agreement Amendment for an additional \$2M dollars in funds in support of advancing the Champlain Parkway. The Champlain Parkway has a cost sharing of Federal 95%-3% State and 2% local share that is to be assumed by the city, which under this amendment would be an additional \$40,000 in local match obligations.
- Seeking the Finance Boards Authorization to allow the Director of Public Works Steven Goodkind execute a design contract amendment with Clough Harbor for an additional \$234,000, that will allow the City to continue advance the Champlain Parkway.

Both submitted requests received the support of the Finance Board and as the next step in the process we are seeking the support of the Burlington City Councils.

In reviewing the department's request please feel free to call if there are any questions. Thank you in advance for your consideration in this matter.



City of Burlington  
Capital Improvement Program  
Office of the City Engineer  
645 Pine Street  
Burlington, VT 05401  
(802) 865-5830 p  
(802) 863-0466 f

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**MEMORANDUM**

**TO:** Board of Finance

**FROM:** Norman Baldwin, P.E., Assistant Director of Public Works *NB*  
David Allerton, P.E. Public Works Engineer *DA*

**DATE:** April 22, 2013

**RE:** Champlain Parkway Cooperative Agreement Amendment No. 4

---

When the City took over management of the Champlain Parkway/Southern Connector project, a cooperative agreement was executed between VTrans and the City of Burlington outlining the conditions of the project's management and financing.

The original document outlines a Maximum Limiting Amount (MLA) under which the agreement is valid. In the event the project exceeds that limit, the contract then calls for an amendment to the MLA. The original amount was based on the design proposal of the consulting engineers, Clough Harbour & Associates.

Under Economic Growth Center (EGC) Funding the project participation percentages are 95% Federal, 3% State, and 2% Local. The Local share for this project is budgeted and paid from the Department of Public Work's Street Capital Program. The current amendment, Amendment No. 3, brought the total project amount to \$6,750,000 with a total local share of \$135,000.

Amendment No. 4 increases the MLA by \$2,000,000, creating a new MLA of \$8,750,000. The local share will increase by \$40,000, to \$175,000. This additional local share is budgeted in the FY14 Street Capital Program.

At this time, the Department of Public Works requests that the Board of Finance recommend to the City Council that the mayor be given authority to execute Amendment No. 4 for the Champlain Parkway. This will allow us to be reimbursed for work completed to date and to proceed through the next stages of design and permitting.

If you have any questions, please contact me at 316-6254 (cell) or [nbaldwin@burlingtonvt.gov](mailto:nbaldwin@burlingtonvt.gov), or David Allerton at 865-5830 or [dallerton@burlingtonvt.gov](mailto:dallerton@burlingtonvt.gov).

**AUTHORIZATION TO AMEND COOPERATIVE AGREEMENT FOR THE CHAMPLAIN PARKWAY PROJECT**

In the year Two Thousand Thirteen.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Southern Connector/Champlain Parkway/ MEGC-M5000 (1)/108 has been listed in the City's Municipal Plan and Transportation Plan as a project to be completed and provides public benefit through the reduction of commuter and truck traffic in neighborhoods along the southern section of Pine Street and provides continuous access to the Waterfront from the south; and

WHEREAS, a portion of the project has been constructed and is currently unusable because it lacks a northern terminus; and

WHEREAS, a considerable amount of time, effort and funds have been expended in determining the best and most feasible course of action; and

WHEREAS, the City of Burlington is responsible for developing and maintaining all public infrastructure and facilities necessary for the continued success and development of its downtown, including the waterfront; and

WHEREAS, the funding equation for the Champlain Parkway is 95% Federal, 3% State and 2% Local and the local share for this design and permitting phase of the project is budgeted for in the Annual Street and Sidewalk Capital Improvement Program; and

WHEREAS, the City Council authorized the Mayor to execute the Cooperative Agreement in 1998; and

WHEREAS, the City Council authorized the Mayor to execute Amendments to the Cooperative Agreement in 2004, 2010 and 2012; and

WHEREAS, the original spending limits of the Cooperative Agreement, Amendment No. 1, No. 2 and No. 3 have been expended due to the complexity of the project; and

WHEREAS, on \_\_\_\_\_, the Board of Finance unanimously approved and recommended that City Council authorize the amendment of the agreement with the Vermont Agency of Transportation for the Champlain Parkway project in the total project amount of \$8,750,000;

NOW, THEREFORE, BE IT RESOLVED that Mayor Miro Weinberger is authorized to execute an amendment to the Cooperative Agreement with the Vermont Agency of Transportation for the Champlain Parkway as attached hereto, subject to prior review and approval by the City Attorney.



State of Vermont  
Finance & Administration  
Contract Administration  
One National Life Drive  
Drawer 33  
Montpelier, VT 05633-5001  
[www.aot.state.vt.us](http://www.aot.state.vt.us)

Agency of Transportation

[phone] 802-828-2641  
[fax] 802-828-5545

April 17, 2013

City of Burlington  
Department of Public Works  
645 Pine Street  
Burlington, VT 05401

RE: BURLINGTON MEGC M5000(1) - Contract No. CA0035

Dear Sir or Madam:

Enclosed, please find the original of Amendment #4 to the Cooperative Agreement for the above referenced project.

We respectfully request that you have the Amendment signed and dated by the proper authority where required.

**Please do not date page one of the Amendment.** This will be accomplished by our office after the Amendment has been signed by the Secretary of Transportation.

Your cooperation in expediting the signing and return of the original will be greatly appreciated.

Should you have any questions or concerns, please contact me at 802-828-2641.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Winter".

Jon Winter  
Special Agreements Administrator  
Enclosure



**AMENDMENT #4  
TO COOPERATIVE AGREEMENT  
BETWEEN  
STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
AND  
THE CITY OF BURLINGTON  
FOR ADVANCEMENT OF MUNICIPAL PROJECT  
BURLINGTON MEGC M5000(1)  
SOUTHERN CONNECTOR/CHAMPLAIN PARKWAY  
EA/SUBJOB: MEGC – M5000(1)/109  
Contract No. CA0035**

This AMENDMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Vermont, represented by its Agency of Transportation, with its principal office at the 1 National Life Drive, Montpelier, Vermont 05633-5001, hereinafter referred to as the STATE, and the City of Burlington, with its principal office at 149 Church Street, Burlington, Vermont 05401, hereinafter referred to as the MUNICIPALITY, is supplemental to the Agreement executed on October 21, 1998, Amendment #1 executed on May 3, 2004, Amendment #2 executed on March 19, 2010, and Amendment #3 executed on May 30, 2012 for the BURLINGTON MEGC M5000(1) project.

**WITNESSETH:**

WHEREAS, the STATE and MUNICIPALITY mutually agree that the October 21, 1998 Agreement, the May 3, 2004 Amendment #1, the March 19, 2010 Amendment #2, and the May 30, 2012 Amendment #3 should be modified;

NOW, THEREFORE, the October 21, 1998 Agreement, the May 3, 2004 Amendment #1 and the March 19, 2010 Amendment #2, and the May 30, 2012 Amendment #3 are modified as follows:

1. Item #31 will be deleted in its entirety and replaced with the following:

**31. Allocation of Funds by STATE.** On the basis of the MUNICIPALITY's request for authorization to develop the Project, and subject to the availability of state and federal funds, the STATE agrees to allocate to the project a sum not to exceed \$262,500 in state funds and \$8,312,500 in federal-aid funds for engineering, permitting, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs as applicable, as long as EGC funding is available (and as described in Section 38.) The availability of funds to the MUNICIPALITY will be **\$247,500** in state funds and **\$7,837,500** in Federal funds. (If EGC funding is no longer available, participating percentages revert to 80% Federal, 10% STATE, and 10% Local.)

If this Agreement extends into more than one fiscal year of the STATE (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the STATE may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

If this Agreement is funded in whole or in part by federal funds, in the event the federal funds supporting this Agreement become unavailable or are reduced, the STATE may cancel this Agreement immediately, and the STATE shall have no obligation to pay MUNICIPALITY from STATE revenues to make up for the loss of federal funds.

2. Item #38 will be deleted in its entirety and replaced with the following:

**Project Costs and Phases / Maximum Limiting Amount.** The parties agree that the MUNICIPALITY will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the STATE will pay the STATE and federal share of all properly documented (see Local Transportation Facilities Guidebook) invoices from the MUNICIPALITY for work incidental to the development of the Project up to the maximum limiting amount (MLA) STATE/federal amount indicated for that phase:

	MLA:			
	95% Federal*	3% State*	2% Local*	100% Total
Funds Available to MUNICIPALITY*	\$7,837,500	\$247,500	\$165,000	\$8,250,000
Estimated State Management/Review Cost	475,000	15,000	10,000	500,000
Total Project Cost **	\$8,312,500	\$262,500	\$175,000	\$8,750,000

\* Percentages and amounts are based upon the continuing availability of Economic Growth Center (EGC) Funding. If EGC funding is not available then the percentages and amounts revert to 80% Federal, 10% STATE, and 10% Local.

\*\* The costs noted above do not reflect project expenditures that were covered under prior agreements or contracts.

IN WITNESS WHEREOF, the **City of Burlington** has caused this instrument to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, its Mayor and duly authorized agent.

**City of Burlington**

By: \_\_\_\_\_  
**Its Mayor and Duly Authorized Agent**

**STATE OF VERMONT**  
**Agency of Transportation**

\_\_\_\_\_  
[ Deputy] Secretary of Transportation  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Assistant Attorney General**

Date: 4/9/2013

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AUTHORIZATION TO AMEND CHAMPLAIN PARKWAY  
DESIGN CONTRACT WITH CLOUGH, HARBOUR  
& ASSOCIATES, LLP

In the year Two Thousand Thirteen.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City entered into an Agreement for Consultant Engineering Services with Clough, Harbour & Associates LLP (“CHA”) for the engineering and design of the Southern Connector, now known as the Champlain Parkway, on October 14, 1999, for a contract amount of \$1,421,581.01; and

WHEREAS, Amendment No. 1 to the Agreement for Consultant Engineering Services was executed on May 9, 2003, establishing a total contract amount of \$3,600,009.27 for work performed through October 2006; and

WHEREAS, Amendment No. 2 to the Agreement for Consultant Engineering Services was executed on November 18, 2010, establishing a total contract amount of \$5,763,063.18; and

WHEREAS, Amendment No. 3 to the Agreement for Consulting Engineering Services was executed on November 30, 2012, establishing a total contract amount of \$5,947,750.69; and

WHEREAS, the funding ratio for the Champlain Parkway is 95% Federal, 3% State and 2% Local, whereby the City entered into a Cooperative Agreement with the State of Vermont Agency of Transportation to cover Champlain Parkway costs per the above referenced ratio; and

WHEREAS, concurrent to this resolution the City is also seeking authorization to execute Amendment No. 4 of the Cooperative Agreement; wherein the Champlain Parkway project shall be authorized for an additional \$2,000,000.00 in expenditures with a resulting new Maximum Limiting Amount of \$8,250,000.00 for the project; and

WHEREAS, in an effort to maximize the use of existing funds and keep CHA under contract and working to advance this project, the City has proposed Amendment No. 4 to the Agreement for Consultant Engineering Services Contract, whereby the existing contract will be increased by \$234,000.00, which will bring the revised total contract amount with CHA to \$6,181,750.69; and

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AUTHORIZATION TO AMEND CHAMPLAIN  
PARKWAY DESIGN CONTRACT WITH CLOUGH,  
HARBOUR & ASSOCIATES, LLP

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WHEREAS, the Finance Board reviewed and approved and recommended approval by the City Council of Amendment #4 to the Agreement for Consultant Engineering Services on May 13, 2013;

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NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes Public Works Director Steven Goodkind to execute Amendment #4 to the Agreement for Consultant Engineering Services between the City of Burlington and Clough, Harbour and Associates (CHA) for an amendment amount of \$234,000.00, bringing the total contract amount to \$6,181,750.69, subject to the prior review and approval of the City Attorney.

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**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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

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**Steven Goodkind, P.E.**  
*DIRECTOR OF PUBLIC WORKS*  
*CITY ENGINEER*

**Norman J. Baldwin, P.E.**  
*ASSISTANT DIRECTOR OF PUBLIC WORKS*

May 9, 2013

**TO: Burlington City Council Finance Board**

**FROM: Norman Baldwin, P.E.** *NJB*  
**Assistant Director-Technical Services**

**RE: Champlain Parkway Design and Legal Services Contract Amendments**

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As city staff managing the Champlain Parkway Project we acknowledge the importance of having design and legal services contracts for this and other projects to stay within the Maximum Limiting Amounts authorized under its associated cooperative agreement.

Given we have nearly exhausted the funds authorized within the Champlain Parkway Cooperative Agreement Amendment #3. As described in our other Memorandum we have sought to gain the councils authorization to accept and execute the Champlain Parkway Cooperative Agreement Amendment #4. It is our hope that the Finance Board and Burlington City Council will continue its support for this project. The Champlain Parkway is funded through use of Federal, State and local funds. The Champlain Parkway is funded with 95% Federal Funds, 3% State Funds, a 2% local match obligation.

As a result of keeping our design and legal services contracts within the limits of our Cooperative Agreements, we coincidentally have exhausted and Design Contract and Legal Services Contract in support of this project. As a result, in addition to seeking the Finance Board and Burlington City Council authorization to accept and execute the Cooperative Agreement Amendment #4 with the State of Vermont. We are concurrently seeking authorization from the Finance Board and City Council's authorization to allow Director Steven Goodkind to execute contract amendment extension to:

- Clough Harbor and Associates, (CHA) who serves as our design consultant for the Champlain Parkway. Our design contract with CHA was originally issued on October 14, 1999 in the amount of 1,221,581.01. Since that time, a series contract amendments have been issued to CHA and we are currently working from Amendment #3 for an additional \$185,000 was executed November 30, 2012 bringing the total contract amount to \$5,947,750.69. We have exhausted contract Amendment #3 with CHA.

In order to continue to advance this project, we are seeking the Finance Boards approval to authorize Director Steven Goodkind to execute Contract Amendment#4 with CHA. Contract Amendment #4 seeks to extend the current contract an additional \$234,000 bringing the Total Contract with CHA under Amendment #4 to \$ 6,181,750.69. Additionally,

- Shems Dunkiel Saunders provides specialized Legal Professional Services Contract in Support of the Act 250 Appeal Hearing Proceedings associated with the Champlain Parkway. We are seeking authorization to provisions and \$145,000 in funds to support the continued expenses that would be assumed under the Shems Dunkiel Representation and Retainer Agreement.

For your benefit I am attaching the contract documents and some of the previous correspondence provided to the Finance Board from previous discussions and approvals.

Please feel free to call me if you have any questions. I intend on being at the meeting to answer any questions you may have.



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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

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**Steven Goodkind, P.E.**  
*DIRECTOR OF PUBLIC WORKS*  
*CITY ENGINEER*

**Norman J. Baldwin, P.E.**  
*ASSISTANT DIRECTOR OF PUBLIC WORKS*

October 2, 2012

**TO:** Board of Finance

**FROM:** Norman Baldwin, P.E. *NJB*  
Assistant Director-Technical Services

**RE:** Champlain Parkway-Design Contract Amendment

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Attached please find the supporting documents for Amendment #3 to the design contract with Clough Harbour and Associates for the engineering and design of the Champlain Parkway.

The original agreement for Consultant Engineering Services was executed between the City of Burlington and CHA on October 14, 1999. The original contract amount total was \$1,221,581.01.

Amendment No.1 to the Agreement for Consultant Engineering Services was executed between the City of Burlington and CHA on May 9, 2003. Amendment No.1 established a contract amount of \$3,600,009.27

Amendment No.2 to the Agreement for Consulting Engineering Services was executed between the City of Burlington and CHA on November 18, 2010. Amendment No.2 established a contract amount of \$5,763,063.18.

The current Cooperative Agreement, under Amendment No.3 with the State of Vermont, has a Maximum Limiting Amount(MLA) of \$ 6,250,000.00. As of September 18, 2012, the project had an unexpended balance of \$ 425,707.50.

We anticipate the Cooperative Agreement will be fully exhausted in eight to nine months.

It is our intent to:

- keep all of our contractual commitments within the limits of Cooperative Agreement, Amendment No.3.
- keep our consultants fully engaged working to advance this project until such time as the State of Vermont is prepared to issue a Fourth Amendment to the Cooperative Agreement.
- To maximize the use of the existing funds and keep CHA under contract working hard to advance the Champlain Parkway.

Clough Harbour expenses from remaining balance of MLA	\$425,207.50x70%*=	\$ 297,995.25
Clough Harbours Remaining Balance of Contract	Less current contract balance	-\$ 113,307.72
Proposed Clough Harbour Contract Amendment within existing Cooperative Agreement, Amendment #3		\$ 184,687.51

\*70% is based on expense history of CHA expenses/Total Project Expense.

Under the proposed Contract Amendment #3 with CHA the existing contract would be increased by \$184,687.51, which would bring the proposed contract amount with CHA to \$ 5,947,750.69.

The funding ratio for the Champlain Parkway is 95% Federal, 3% State, and 2% Local. The city would be responsible for the local share of \$3,693.75. The local share for this project is funded by the Street Capital Program.

**SUMMARY**

At this time we request that the BOF approve amendment No.3 with CHA and request that the City Council authorize Public Works director Steven Goodkind to execute Amendment No.3 with Clough, Harbour and Associates.



**City of Burlington**  
**Department of Public Works**

Office of The City Engineer  
645 Pine Street, Suite A  
Burlington, VT 05402  
802.863.9094 P  
802.863.0466 F  
802.863.0450 TTY  
[www.dpw.ci.burlington.vt.us](http://www.dpw.ci.burlington.vt.us)

**Steven Goodkind, P.E.**  
DIRECTOR OF PUBLIC WORKS  
City Engineer

November 30, 2012

Dale E. Gozalkowski, P.E.  
Clough Harbour and Associates, LLP  
111 Winners Circle  
P.O. Box 5269  
Albany, NY 12205-0269

Re: Amendment #3 to Contract #E86-218200

Dear Mr. Gozalkowski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough Harbour and Associates, LLP to proceed with the work detailed in the amendment dated September 21, 2012. This amendment makes the new contract amount \$5,947,750.69.

Please sign below as required and return the original to our office at the above address.

CLOUGH HARBOUR & ASSOCIATES, LLP

BY: *Rodney A. Buzze*

TITLE: *Partner*

CITY OF BURLINGTON, VERMONT

BY: *John Bell*

TITLE: *DW DR*

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).*



December 20, 2011  
Revised May 21, 2012  
Revised June 28, 2012  
Revised September 21, 2012

Norman Baldwin, P.E.  
City of Burlington  
Department of Public Works  
645 Pine Street, Suite A  
Burlington, VT 05402

**Re: Champlain Parkway; Southern Connector MEGC – M5000 (1); CHA File: 8659**

Dear Mr. Baldwin:

By way of this letter, we are requesting a revision to Amendment No. 2 to our agreement to continue to provide engineering services under the above-referenced project by and between the City of Burlington DPW and Clough Harbour & Associates LLP (CHA). As requested, we have revised the contract total for this amendment request to provide continued engineering support to the City of Burlington DPW related to:

- Act 250
- Coordination Committee Meetings

As requested, we have revised the previously developed task which will allow us to continue to support the City in their efforts to advance the project. To support our request, we have included an itemized narrative for this task based upon our understanding of the work to be completed.

This revised Amendment No. 2 request is comprised of additional compensation of \$184,687.51 for CHA. This proposal will increase the Maximum Limiting Amount for the Agreement from \$5,763,063.18 to \$5,947,750.69.

Additional amendment requests will be necessary to complete the design and permitting phase of the project and for engineering support during construction.

We are available at your request to answer any questions that you may have or to provide additional information which you may require.

Sincerely,

A handwritten signature in black ink that reads "Dale E. Gozalkowski". The signature is written in a cursive, flowing style.

Dale E. Gozalkowski, P.E.  
Project Manager

DEG/dcc  
Enclosures

U:\8659\PROP\Amendment 3\Revised September 2012\Revised Amendment 2 Letter 092112.doc

## **TASK I: CONTINUED PROJECT DEVELOPMENT**

### **1. Commentary**

As requested, this task covers the estimated costs associated with the advancement of the project through the MLA of the Cooperative Agreement between the City of Burlington and the State of Vermont for the Champlain Parkway.

Based on the recent appeals to the Environmental Court regarding the decision of the District Environmental Commission, the Act 250 proceedings have not concluded at the time of this amendment request. The estimated costs associated with this task are based on the project's design as presented in the April 2011 Land Use Application and do not account for the additional design associated with the conditions or design elements incorporated into the project as a result of the Land Use Permit, decisions of the District Environmental Commission, decisions of the Environmental Court or any other litigation brought against the City by the railroad or any other party.

Based on the latest project developments and City directives, CHA anticipates that the project team will continue to be involved in the Act 250 permitting process for several months. CHA assumes that the conclusion of the Act 250 process will provide a clear and final directive regarding the project's design features, limits and impacts. This would include providing engineering support during any additional negotiations and testimony required for the District Environmental Commission to issue the Land Use Permit for the Champlain Parkway.

CHA also anticipates continued involvement to conduct effective project meetings.

2. Estimated Costs

See "Champlain Parkway Revised Amendment No. 2" Spreadsheet

Total Direct Labor	\$65,975.66
Overhead Cost @ 149.94%	\$98,923.90
Fixed Fee	\$19,787.95
Direct Costs	\$0.00
Subconsultants	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$184,687.51</b>

**CHAMPLAIN PARKWAY  
Revised Amendment #2  
September 21, 2012**

Fixed Fee	Direct Expenses	Subconsultants						UMF	Total
		Stantec	VSE	WAC	R. Watts	RSG	UMF		
\$ 235,059.66	\$ 140,258.23	\$ 959,428.93	\$ 228,522.32	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 4,655,552.63	
\$ 2,247.78	\$ 150.69	\$ 17,863.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,993.94	
\$ 3,962.76	\$ 165.23	\$ 14,505.55	\$ 5,030.72	\$ -	\$ -	\$ -	\$ -	\$ 56,687.30	
\$ 3,629.20	\$ 1,943.80	\$ 25,191.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,007.47	
\$ 2,926.59	\$ 324.67	\$ 13,283.20	\$ 1,943.82	\$ -	\$ -	\$ -	\$ -	\$ 42,866.57	
\$ 3,160.76	\$ 493.61	\$ 17,272.31	\$ 785.46	\$ -	\$ -	\$ -	\$ -	\$ 48,051.79	
\$ 5,927.65	\$ 355.71	\$ 25,993.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,673.80	
\$ 3,073.18	\$ 160.22	\$ 13,650.46	\$ 2,903.33	\$ -	\$ -	\$ -	\$ -	\$ 45,397.05	
\$ 3,419.16	\$ 165.89	\$ 10,827.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,905.90	
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\$ 1,672.20	\$ 162.65	\$ 1,634.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,404.48	
\$ 3,682.56	\$ 201.25	\$ 5,075.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,647.37	
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\$ 1,727.01	\$ 3.71	\$ 2,985.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,107.98	
\$ 2,772.20	\$ 617.18	\$ 5,604.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,095.47	
\$ 3,850.63	\$ 1,175.82	\$ 5,299.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,414.86	
\$ 4,099.62	\$ 15.17	\$ 3,529.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,807.86	
\$ 2,635.53	\$ 678.50	\$ 3,631.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,908.77	
\$ 2,010.19	\$ 259.16	\$ 1,984.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,005.86	
\$ 721.67	\$ 233.59	\$ 5,837.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,807.07	
\$ 800.29	\$ 160.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,629.93	
\$ 1,870.12	\$ 327.65	\$ 2,534.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,316.62	
\$ 2,627.82	\$ 163.20	\$ 15,115.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,804.78	
\$ 1,976.92	\$ 3.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,454.36	
\$ 1,788.70	\$ 186.54	\$ 5,927.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,808.76	
\$ -	\$ -	\$ 5,929.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,929.98	
\$ 563.21	\$ 172.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,428.71	
\$ 77,790.64	\$ 9,686.99	\$ 247,139.40	\$ 11,330.31	\$ -	\$ -	\$ -	\$ -	\$ 984,202.82	
\$ 312,850.30	\$ 149,945.22	\$ 1,206,568.33	\$ 239,852.63	\$ 78,468.00	\$ 7,206.75	\$ 88,927.72	\$ 35,801.18	\$ 5,649,755.45	

**Shields, James**

---

**From:** Norm Baldwin <nbaldwin@ci.burlington.vt.us>  
**Sent:** Wednesday, September 19, 2012 12:24 PM  
**To:** Gozalkowski, Dale  
**Cc:** Shields, James; David Allerton; Steve Goodkind  
**Subject:** Champlain Parkway-Project Update 9\_18\_12  
**Attachments:** Champlain Parkway-Project Update\_9\_18\_12.pdf

Dale,

To confirm our conversation earlier today. We have been instructed to pursue a contract amendment with your consulting firm that would allow us to advance the Champlain Parkway, making full use of the funds available under the current Cooperative Agreement, Amendment #3, MLA \$6,250,000.

As you can see there is a unexpended balance within the current cooperative agreement of \$425,707.50. As we advance the project exhausting these funds, the project will be assuming expenses from three organizations.

- Clough Harbor
- Shems Dunkiel
- City of Burlington

Applying the current pace of assigning bills to this project, we anticipate from here forward until we fully exhaust the funds from Cooperative Agreement Amendment #3, iClough Harbor will have billed us an additional \$298,000. Given your current contract has a remaining balance of \$113,000. We would anticipate that we will need to seek an extension of the our current CITY of Burlington/Clough Harbor contract by extending the existing contract by an addition \$185,000.

Please let me know if there is a need for further clarification.

See attached document.

Norman J. Baldwin, P.E.  
Assistant Director of Public Works  
Burlington Public Works Department  
645 Pine Street  
Burlington, Vermont 05401

P (802) 865-5826  
F (802) 863-0466  
EMAIL: [nbaldwin@ci.burlington.vt.us](mailto:nbaldwin@ci.burlington.vt.us)



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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

**Steven Goodkind, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

**Norman J. Baldwin, P.E.**  
ASSISTANT DIRECTOR OF PUBLIC WORKS

September 18, 2012

**TO:** Steven Goodkind, P.E.  
Director of Public Works

**FROM:** Norman Baldwin, P.E. *NJB*  
Assistant Director-Technical Services

**RE:** Champlain Parkway Update

We are currently working under the current Cooperative Agreement Amendment #3, with a Maximum Limiting Amount of \$6,250,000.00.

<b>CHAMPLAIN PARKWAY PROJECT BUDGET STATUS (Bills Current End to July)</b>	
Maximum Limiting Amount(MLA)	\$ 6,250,000.00
Project Balance	\$ 5,824,292.50
Unexpended Balance	\$ 425,707.50

<b>CURRENT PACE OF BILLING:</b>	
<b>VENDOR</b>	<b>Pace</b>
Clough Harbor	\$35,000/month
Shems Dunkiel	\$10,000/month
City of Burlington	\$ 5,000/month
Total	\$50,000/month

We anticipate Amendment #3 will be exhausted in 8-9 months, placing us into March-April 2013.

<b>Clough Harbor Contract</b>	
Contract Amount	\$ 5,763,063.18
Current Contract Balance(End July)	\$ 5,649,755.46
Unexpended Balance of Contract	\$ 113,307.72

**We anticipate at the current pace Clough Harbors current contract will be exhausted in 3+ months, exhausting the contract by the end of October 2012- November 2012.**

**VTRANS ISSUES WITH ISSUING AMENDMENT #4**

Wayne Davis, program Manager for VTRANS is not willing to process a budget Amendment #4, until the city addresses the issues he has identified.

1. That all bills for the project need to be current within the month
2. All bills that are requiring re-submittal, be submitted.
3. My previous projections for what funds would be needed as a basis of the Amendment #4 were inadequate. Wayne is asking for the City to re-submit a more formalized and thorough examination of resource needs for the project. I have received confirmation from Wayne that he would support us putting together a cost proposal for Amendment #4 that would bring us through Final Design and Right of Way acquisition he would support the Amendment Request.

The Department of Public Works is currently working to address the issues presented to us by Wayne Davis :

**ACTIONS TAKEN BY DPW TO ADDRESS VTRANS ISSUES**

**Billing Issues:**

- All outstanding invoices have been paid and as of today we will have submitted all our outstanding invoices to VTRANS, with the exception of our rejected invoices valued at \$1,432.30.
- My advice is to write off the rejected invoices as paid and not pursue backup that cannot be found or not worth the time and effort to pursue.

**Recommended and Substantiated Dollar Figure for Amendment #4**

- We have reached out to our consultants at Clough Harbor and they are putting together another contract amendment that would bring us to the completion of final design drawings and acquisition of Right of Way. They will have the number for us by Friday of next week, September 21, 2012.

**Proposed-Clough Harbor Contract Amendment Within MLA, Amendment #3**

Clough Harbor Expenses from remaining balance of MLA	$\$425,207.50 \times (35/50) = \$297,995.25$
Clough Harbors Remaining Balance of contract	less current contract (-) \$ 113,307.72
Proposed Clough Harbor Contract Amendment within MLA#3	\$184,687.53

I would propose we seek a contract amendment to Clough Harbor that is valued at \$185K.

BREAKDOWN OF  
REVISED AMENDMENT NO. 2

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2011

Date 9/21/12

Work Item	Direct Labor	Overhead	Fixed Fee	Direct Costs	Subconsultants	TOTAL
Task I	\$65,975.66	\$98,923.90	\$19,787.95	\$0.00	\$0.00	\$184,687.51
<b>TOTAL</b>	<b>\$65,975.66</b>	<b>\$98,923.90</b>	<b>\$19,787.95</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$184,687.51</b>

**BREAKDOWN OF  
REVISED AMENDMENT NO. 2**

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2011

Date 9/21/12

<b>Prime Consultant</b>	<b>Previous Contract Amount</b>	<b>Revised Amendment No. 2</b>	<b>TOTAL NEW CONTRACT</b>
Direct Labor	\$1,383,855.34	\$65,975.66	\$1,449,831.00
Overhead	2,144,975.82	98,923.90	2,243,899.72
Fixed Fee	312,693.82	19,787.95	332,481.77
Direct Expenses	197,059.52	0.00	197,059.52
<b>SUBTOTAL</b>	<b>\$4,038,584.50</b>	<b>\$184,687.51</b>	<b>\$4,223,272.01</b>
<b>Subconsultant</b>			
Stantec Consulting Services, Inc.	\$1,229,050.00	\$0.00	\$1,229,050.00
Vermont Survey and Engineering, Inc.	273,008.94	0.00	273,008.94
Werner Archaeological Consulting	78,468.00	0.00	78,468.00
Richard A. Watts, Inc.	16,881.41	0.00	16,881.41
Resource Systems Group	88,927.72	0.00	88,927.72
University of Maine at Farmington	38,142.61	0.00	38,142.61
<b>SUBTOTAL</b>	<b>\$1,724,478.68</b>	<b>\$0.00</b>	<b>\$1,724,478.68</b>
<b>TOTAL</b>	<b>\$5,763,063.18</b>	<b>\$184,687.51</b>	<b>\$5,947,750.69</b>

PCL XL error

Warning: IllegalMediaSize

**CITY OF BURLINGTON, VERMONT  
AGREEMENT FOR CONSULTANT ENGINEERING SERVICES  
WITH  
CLOUGH, HARBOUR & ASSOCIATES LLP**

Project: Southern Connector  
MEGC-M5000(1)

THIS AGREEMENT is made this 14<sup>th</sup> day of October, 1999 by and between the City of Burlington, a Vermont municipal corporation, hereinafter referred to as CITY and Clough, Harbour & Associates LLP, a partnership, with its principal place of business at 111 Winners Circle, P.O. Box 5269, Albany, New York 12205, authorized to do business in Vermont, hereinafter referred to as CONSULTANT.

WHEREAS, the CITY proposes to construct a project, hereinafter known as The Southern Connector, in the City of Burlington, Vermont; and

WHEREAS, state and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations which are incorporated herein by reference; and

WHEREAS, the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

**1. SCOPE OF WORK**

The CONSULTANT agrees to prepare final design and contract plans for the Southern Connector project. The services shall be performed substantially as set forth in the detailed Request for Proposals dated March 31, 1999 with Addendum #1 dated July 22, 1999, Attachment A; the CONSULTANT's Technical and Cost Proposals dated May 18, 1999, Attachment B, and the "Consultant Contract Attachment" dated July, 1999, Attachment C; all of which are incorporated herein and made a part of this Agreement. For any conflict between Attachments A and B, Attachment A shall govern.

**2. TIME SCHEDULE**

The CONSULTANT agrees that work to be performed under the Agreement shall adhere to the time schedule as detailed in Attachment B.

**3. BEGINNING OF WORK AND TERMINATION**

This Agreement shall be effective upon execution and work shall be completed on or before January 1, 2004.

**4. THE AGREEMENT FEE**

A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance for all services and expenses (including those of subconsultants) encompassed under this Agreement, payment at the rates specified in Attachment B.

For any rates not specified in Attachment B, the CONSULTANT shall request approval of the Municipal Project Manager prior to utilization or invoicing of such rates.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT and all subconsultants hereunder for all services shall not exceed a maximum limiting amount of \$1,421,581.01.

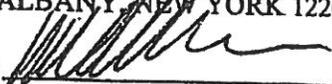
C. The CONSULTANT'S overhead rate for this Agreement shall be based upon the actual audited overhead rate up to a maximum cap of 155%.

**5. PAYMENT PROCEDURES**

Invoices shall be submitted to Justin Rabidoux, Municipal Project Manager, 33 Kilburn Street, Burlington, Vermont 05401. One original and three copies are required.

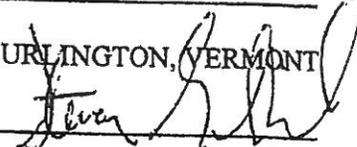
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CLOUGH, HARBOUR & ASSOCIATES, LLP  
111 WINNERS CIRCLE  
P.O. Box 5269  
ALBANY, NEW YORK 12205

By: 

Title: CEO

CITY OF BURLINGTON, VERMONT

By: 

Title: DPW Director

**CONSULTANT CONTRACT ATTACHMENT:**

**CONTRACT PROVISIONS**

**Includes:**

- 1. RELATIONSHIP OF TRUST**
- 2. INDEMNIFICATION**
- 3. INSURANCE**
- 4. COMPLIANCE WITH LAWS**
- 5. CONTRACTUAL AGREEMENTS**
- 6. OPERATIONAL STANDARDS**
- 7. PROJECT DEVELOPMENT AND STANDARDS**
- 8. PAYMENT FOR SERVICES RENDERED**

**July 1999**

## **CONTRACT PROVISIONS:**

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words, phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AASHTO	American Association of State Highway and Transportation Officials
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWS	American Welding Society
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railroad Administration
FSS	Federal Specifications and Standards (General Services Administration)
FTA	Federal Transit Administration
SEIS	Supplemental Environmental Impact Statement
SIR	Self Insured Retention
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated

### **1. RELATIONSHIP OF THE PARTIES**

The Consultant recognizes and acknowledges that it has been selected by the City because of its preferred professional expertise and experience as a multi-disciplinary organization having the capacity to provide expertise in all facets of transportation facilities design. The Consultant acknowledges that it has been selected by the City because the City does not have, on its staff, personnel with the expertise and/or the time to provide the necessary services under this Agreement. Therefore, the Consultant commits itself to provide the expertise necessary to accomplish the entire scope of service in a fully competent and professional manner, without any

unreasonable delay.

## 2. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, that it shall indemnify and hold harmless the City, its officers, agents and employees from liability for damages to third parties, together with costs, including attorneys' fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the Consultant, its agents or employees, committed, in the performance of professional services to be provided by the Consultant under this Agreement.

The City is responsible for its own actions. The Consultant is not obligated to indemnify the City or its officers, agents and employees for any liability of the City, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the City, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the City or its officers, agents and employees shall immediately thereafter notify the Consultant in writing that a claim to which the Indemnification Agreement may apply has been filed.

## 3. INSURANCE

**GENERAL:** Prior to beginning any work, the Consultant shall obtain, and shall make sure that all subconsultants obtain, the following Insurance Coverage. The certificate of insurance coverage shall be documented on forms acceptable to the City. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the effective date of the Agreement. The insurance policy (ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. Evidence of continuing coverage must be submitted to the City on an annual basis. Certified copies of any insurance policies may be required. The City shall be named as an additional insured on all such policies of insurance, except for the Worker's Compensation and Professional Liability insurance policies.

The Consultant is responsible to verify that:

- (a) All subconsultants, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverages for all subconsultants, agents or workers.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City. If during the project, it is determined that minimum limits are not sufficient, the Consultant shall adjust to levels deemed sufficient by the City.

**GENERAL LIABILITY AND PROPERTY DAMAGE:**

(a) With respect to all operations performed by the Consultant, subconsultants, agents or workers, it is the Consultant's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence basis with limits not less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$1,000,000
3. Personal Injury	\$1,000,000 per individual
4. Each Occurrence	\$5,000,000
5. Fire Damage (Any one fire)	\$ 50,000
6. Medical Expense (Any one person)	\$ 5,000

The Consultant will provide the City with current certificates of insurance for the Consultant and all subconsultants.

**WORKERS' COMPENSATION:** With respect to all operations performed, the Consultant and all subconsultants shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**PROFESSIONAL LIABILITY INSURANCE**

(a) General. This applies only to those Contracts specifically identified as requiring Errors &

Omissions (E&O) Insurance. The Consultant shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$5,000,000 - Annual Aggregate

\$1,000,000 - Per Claim

- (b) Deductibles. Prior to performing any work, the Consultant agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion.

**AUTOMOTIVE LIABILITY:** The Consultant shall carry automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than \$1,000,000-Combined Single Limit.

#### **4. COMPLIANCE WITH LAWS**

**GENERAL COMPLIANCE WITH LAWS:** The Consultant shall comply with all applicable Federal, State and local laws.

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement, is judicially determined to be unenforceable or invalid, that provision shall be deemed severed from the Agreement, unless such provision is critical to the commercial purpose hereof, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

**ENVIRONMENTAL REGULATIONS:** Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders of requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection City regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, City and to the USEPA Assistant Administrator for Enforcement (EN-329).

**CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The Consultant shall comply with the applicable provisions of Title VI of the Civil Rights Act of

1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The Consultant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR § 710.405 (b). Accordingly, all subcontracts shall include reference to the above.

The Consultant shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

**DEBARMENT CERTIFICATION:** When signing a Contract in excess of twenty five thousand dollars, the Consultant certifies under the penalty of perjury as directed by Federal Law (48 CFR 52.209-5), that, except as noted in the Agreements, the Consultant or any person associated therewith in the capacity of owner, partner, director, or officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined in eligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgement rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**LOBBYING:** For any Agreement exceeding one hundred thousand dollars, the Consultant certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.

- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C..

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the expansion, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**TAX REQUIREMENTS:** By signing the Agreement, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont and the City of Burlington as of the date of signature on the Agreement.

**ENERGY CONSERVATION:** The Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165

## **CONTRACTUAL AGREEMENTS**

**REGISTRATION:** The Consultant acknowledges that it is registered with the Vermont Secretary of State's office as a partnership authorizes to do business in the State of Vermont. This registration must be complete prior to contract execution.

**ADMINISTRATION REQUIREMENTS:** By signing the Agreement the Consultant agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR § 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Consultant agrees to comply with the Copeland "Anti-Kickback" Act 18 U.S.C. § 874, as supplemented by Department of Labor Regulations,

29 CFR § 3.

- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000 the Consultant agrees to comply with the Davis-Bacon Act 40 U.S.C. §§ 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR § 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$2,000 or in excess of \$2,500 for other contracts involving employment of mechanics or laborers, the Consultant agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. §§ 327-330, as annexed by Department of Labor Regulations, 29 CFR § 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, of patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however agrees to and does hereby grant to the City, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement are property of the City. The Consultant agrees to allow access to all data, EDM, valuable papers and documents at all times. The Consultant shall not copyright any material originating under the Agreement without prior written approval of the City.

**PERSONNEL REQUIREMENTS AND CONDITIONS:** A Consultant shall employ only qualified personnel, for responsible authority to supervise and carry out the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the City, during the life of the Agreement, the Consultant shall not employ:

- (a) Personnel on the payroll of the City who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project (s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Consultant to be paid,

other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award of making of the Agreement. For breach or violation of this warranty, the City shall have the right to annul the Agreement, without liability to the City, and to regain all costs incurred by the City in the performance of the Agreement.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the City in the due and proper performance of its duties, or who neglects or refuses to comply with requirements of the Agreement.

**TRANSFERS, SUBLETTING, ETC:** The Consultant and all approved subconsultants shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the City and further, if any subconsultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Consultant and approved by the City.

The services of the Consultant, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the City and, when applicable, approved by the State of Vermont and FHWA. Any authorized subagreements, exceeding ten thousand dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the City.

**BEGINNING AND COMPLETION OF WORK:** Consultant agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the City, or within ten (10) days of the date of written notice to begin work by the City, and to complete the contracted services by the completion dates specified in the Section three (3) of the Agreement.

**CONTINUING OBLIGATIONS:** The Consultant agrees that if, because of death of a key employee of the partnership, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the City may terminate the Agreement if it considers a death, incapacity, or transfer from company of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement. If termination occurs because of the Consultant's inability to do the work, the Consultant shall be responsible to reimburse the City for any increased cost which it incurs in completing the work.

**OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data

sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultants, hereafter referred to as "instruments of professional service" are property of the City as they are prepared and/or developed during execution of the Agreement.

The Consultant shall surrender to the City upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the Consultant pursuant to the Agreement. Upon completion of the work, in full, these instruments of professional service will be appropriately endorsed by the Consultant and turned over to the City.

Data and publication rights to any instruments of service produced under this agreement are reserved to the City and shall not be copyrighted by the Consultant at any time without written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the agreement of the City, except that Consultants may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

**RECORDS RETENTION:** The Consultant agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the City, unless otherwise notified by the City. The Consultant further agrees that the City, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purposes of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the City if requested.

**APPEARANCES:**

- (a) Hearings and Conferences. The Consultant shall provide professional services required by the City and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Consultant further agrees to participate in meetings with the City, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Consultant shall be paid for such services and for any reasonable expenses incurred in relation thereto.

- (b) Appearance as Witness. If and when required by the City, a Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the City. The Consultant shall be paid according to rate schedules specified in the cost proposal for such services and for any reasonable expenses incurred in relation thereto.

**CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

**APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest version applicable to the Agreement.

**EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays of hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

**SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the Public Works Commission and the City Council shall act as advisory boards on all questions arising under the terms of this Agreement.

Agreements subjecting costs to final<sup>®</sup> audit, an administrative review regarding the audit will be sent to the Consultant. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

**FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompasses herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within six (6) months of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

**CITY'S OPTION TO TERMINATE:** The Agreement may be terminated in accordance with the following provisions:

- (a) **Breach of Contract.** Administrative remedies - the City reserves the right to terminate a Contract for breach of Contract agreements. The Consultant shall be given written notice of any breach and a reasonable period, not to exceed fourteen (14) days, to cure the breach. If the breach is not cured, the City may, by a second written notice, terminate the contract. Termination for breach of Contract will be without further compensation to the Consultant.
- (b) **Termination for Convenience.** In addition to its rights and options to terminate an Agreement as provided herein, the City may, at any time prior to completion of services under an Agreement, terminate the Agreement by submitting written notice to a Consultant, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made plus reasonable overhead expenses for job shutdown and lost profits. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.

The Consultant shall make no claim for additional compensation against the City by reason of such termination.

## **6. OPERATIONAL STANDARDS**

**RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and his/her or their subconsultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement during the design phase (Phases A and B).

**INDEPENDENCE:** The Consultant shall act in an independent capacity and not as officers or employees of the City.

**WORK SCHEDULE AND PROGRESS REPORT:** Prior to initiating any work, the Consultant shall prepare, and submit to the City, a general work schedule showing how the Consultant will complete the various phases of work in order to meet the completion date in the contract. The City will use this general work schedule to monitor the Consultant.

During the life of the Contract, the Consultant will make monthly progress reports indicating the work achieved through the date of the report. The Consultant shall link the monthly progress

reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The City may require the Consultant to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

**UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

**PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/o tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with VSA Title 19 § 35 and § 503, in order to accomplish the work under the Agreement. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

**INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant 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 Consultant pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City, the State of Vermont or FHWA.

**WRITTEN DELIVERABLES:** Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11 paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

## **7. PROJECT DEVELOPMENT AND STANDARDS**

**PLANS RECORDS AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

**DESIGN STANDARDS:** Unless otherwise specifically provided for in the Agreement, or directed in writing. Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VAOT's latest edition of the Standard Specifications for Construction.
- (b) VAOT's Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VAOT's manual on Survey.
- (e) VAOT's Right-of-Way Manual.
- (f) The Highway Capacity Manual.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplemental requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals.
- (j) Other City directives and guidelines current at the time of the Agreement and as may be issued by the City during the progress of the design.

In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

**DEVELOPMENT OF PLANS:** Unless otherwise indicated in an Agreement, the provisions of these specifications shall apply to any contract requiring preliminary engineering services in connection with highway, bridge, bicycle, and pedestrian survey and design. The Consultant is responsible for the development of any and all work outlined in an Agreement.

The City shall establish the termini of the project and may substantiate other conditions relative to locations established in the Agreement. When required under the Agreement, the Consultant will produce an acceptable survey and/or set of plans between such termini and follow any established provisions.

Endorsement of a recommended alignment made, by the City, does not relieve the Consultant of the responsibility for making changes occasioned as a result of an alignment not conforming to standards or good engineering practices when the design is advanced. Nor is the Consultant relieved of changes developed by normal refinements.

Changes in work or Supplemental Agreements, requested or required of the Consultant by the City, involving extra work or additional services must be provided documented and approved prior to initiating action of any work.

**ELECTRONIC DATA MEDIA:** Consultant, subconsultants, or any representatives performing work related to the Agreement, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

**REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultants shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant or their professional obligation to correct any defects or errors in their work at their own expense.

## **8. PAYMENT FOR SERVICES RENDERED**

**PAYMENT PROCEDURES:** The City shall pay, or cause to be paid to the Consultant or the Consultant's legal representative, progress payments, that may be monthly or as otherwise accepted by the City, as determined by the percentage of work completed, as documented by a progress report of such work duly attested, for each phase of the required services covered by the Agreement. When applicable, for other type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. At the City's request, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

Invoices shall be submitted to the City; one original and three (3) copies are required.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Contract.

- (a) Indirect Cost Rates. For actual cost contracts, the Consultant is responsible for furnishing the City with independently-prepared, properly supported, Indirect Cost Rates, in accordance with 48 CFR 52.216-7, for all time periods covered under the Agreement. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. A Consultant's overhead rate shall be based upon an actual audited overhead rate, unless otherwise specified in the Agreement.

**PAYMENT FOR ADDITIONS OR DELETIONS:** The City may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original contract. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

**PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already satisfactorily performed by the Consultant or changes in the scope of the work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement, in one or more of the following ways:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the City, and no claim shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactorily to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the Consultant until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time, that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

Steve Goodkind, P.E.  
PUBLIC WORKS DIRECTOR

Justin Ravidoux  
PROJECT ENGINEER



P.O. BOX 849  
BURLINGTON, VT  
05402-0849  
(802)863-9094 P  
(802)863-0466 F

## MEMO

---

To: Southern Connector Coordinating Committee, Interested Parties  
From: Justin Ravidoux, Municipal Project Manager *JR*  
Date: October 29, 1999  
Re: Clough, Harbour & Associates Design Contract

Please find enclosed a fully executed Final Design Contract between the City of Burlington and Clough, Harbour & Associates for the design of the Southern Connector.

RECEIVED  
OCT 30 1999  
CLOUGH, HARBOUR & ASSOCIATES



**CONTRACT REVIEW FORM**

*Town of Burlington  
Southern Connector*

**THIS FORM IS TO  
BE FILED IN THE  
MAIN OFFICE  
CONTRACT FILE!**

**ROUTE TO:**

- \_\_\_\_\_ Platt for review
- \_\_\_\_\_ Dave Wahrlich
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ Return to PM \_\_\_\_\_
- \_\_\_\_\_ Harbour for signature

**Project Managers requesting review of contract must complete the following section:**

1. CHA employee and section making request: Karis / Wojalkowski
2. New or repeat Client:  New  Repeat
3. If repeat, how many projects have we done for Client:  0-5  5-10  10+
4. Expected total revenue from project? \$ 1,041,000.00
5. Estimated past revenue from Client  0-500K  500K-1M  1M+
6. Type of services we are providing: Highway Engineering and Environmental Support
7. Should staff attorney contact Client to negotiate changes?  Yes  No
8. Has the technical section of proposal been accepted by Client?  Yes  No
9. When do you need the review/negotiations completed?  Today Other: \_\_\_\_\_
10. Miscellaneous notes:

**STAFF ATTORNEY REVIEW:**

DATE: 10/25/99

✓	Approved as <u>MODIFIED</u> <u>MAA?</u> (can be signed)
	Approved but be aware of _____ (can be signed)
	See attached sheet for revisions & explanations
	Modification(s) to CHA standard contract approved as revised (can be signed)
	Modification(s) to CHA standard contract NOT approved; see attached comments
	Return signed copy of contract to Staff Attorney
	Other: _____

**R** EMBER YOU MUST CONTACT THE STAFF ATTORNEY WHEN YOU PLACE A CONTRACT IN THE MAIN OFFICE FILES.



"Satisfying Our Clients by Meeting Their Needs Through Dedicated People Committed to Total Quality".

Steve Goodkind, P.E.  
PUBLIC WORKS DIRECTOR

Justin Rabidoux  
PROJECT ENGINEER



P.O. BOX 849  
BURLINGTON, VT  
05402-0849  
(802)863-9094 Phone  
(802)863-0466 Fax

October 14, 1999

Mr. Tom Karis, P.E.  
Clough, Harbour & Associates LLP  
111 Winners Circle  
P.O. Box 5269  
Albany, NY 12205-0269

Re: Final Design Contract:

Dear Tom:

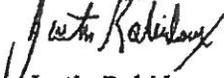
Enclosed is the final approved design contract. Please sign the second page and return to our office.

As I noted in our phone conversation, there were two small changes that Steve Goodkind, DPW Director, made to the contract.

- *Page 8 of 17, subset (e), Publications:*  
The wording has been changed from "... and documents produced under terms of the Agreement shall be property of the City" to "... Agreement are property of the City." The same change occurs on Page 14 of 17 in the PLANS RECORDS AND AVAILABLE DATA paragraph.
- *Page 11 of 17, SETTLEMENTS OF MISUNDERSTANDINGS:*  
The Public Works Commission (our governing body) has been added as an advisory board.

Please call with questions, and we look forward to commencing work.

Sincerely,

  
Justin Rabidoux

Enc.

Cc: File

RECEIVED  
OCT 27 1999

CLOUGH, HARBOUR  
& ASSOCIATES



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street  
Post Office Box 849  
Burlington, VT 05402-0849  
802.863.8094 VOX  
802.863.0466 FAX  
802.863.0450 TTY  
www.dpw.ci.burlington.vt.us

**Steven Goodkind, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

**Justin Rabidoux**  
Project Engineer

May 9, 2003

Mr. Ray Gardeski  
Clough, Harbour & Associates, LLP  
P.O. Box 5269  
Albany, NY 12205-0269

Re: Amendment #1 to Contract #E86-218200

Dear Mr. Gardeski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough, Harbour and Associates, LLP to commence work on Amendment #1 (Amendment Summary No. 1 attached). This amendment makes the new contract amount \$3,600,009.28.

Please sign below as required and return the original to our office. Thank you for your effort to date, and let me know if you have any questions.

CLOUGH, HARBOUR & ASSOCIATES, LLP  
11 WINNERS CIRCLE  
P.O. BOX 5269  
ALBANY, NY 12205-0269

BY: *Jay Samuel*

TITLE: PARTNER

CITY OF BURLINGTON, VERMONT

BY: *Justin Rabidoux*

TITLE: Municipal Project Manager

**RECEIVED**

MAY 12 2003

Clough, Harbour & Associates LLP

An Equal Opportunity Employer

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**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

OFFICE OF PLANNING  
645 PINE STREET, SUITE A  
BURLINGTON, VT 05402  
802.863.9094 P  
802.863.0466 F  
802.863.0450 TTY  
[WWW.DPW.CI.BURLINGTON.VT.US](http://WWW.DPW.CI.BURLINGTON.VT.US)

**STEVEN GOODKIND, P.E.**  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

November 18, 2010

Mr. Dale Gozalkowski  
Clough Harbor & Associates LLP  
P.O. Box 5629  
Albany, NY 12205-0269

Re: Amendment #2 to contract MEGC 5000(1) also known as City Project # E86 218200

Dear Mr. Gozalkowski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough Harbor & Associates LLP to proceed with the work detailed in Amendment No. 2, dated May 18, 2010 ("Amendment #2"). Amendment #2 makes the new contract amount \$5,763,063.18 and extends the contract term and project schedule to December 31, 2014.

Please sign below as required and return the original to our office.

ClOUGH HARBOUR & ASSOCIATES LLP  
III WINNERS CIRCLE  
PO BOX 5629  
ALBANY, NY 12205-0269

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PARTNER

BY: \_\_\_\_\_

CITY OF BURLINGTON, VERMONT

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TITLE: DPW DIRECTOR

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**AUTHORIZATION TO AMEND CHAMPLAIN PARKWAY  
DESIGN CONTRACT**

In the year Two Thousand Ten.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City entered into an Agreement for Consultant Engineering Services with Clough, Harbour & Associates LLP ("CHA") for the engineering and design of the Southern Connector, now known as the Champlain Parkway, on October 14, 1999, for a contract amount of \$1,421,581.01; and

WHEREAS, Amendment No. 1 to the Agreement for Consultant Engineering Services was executed on May 9, 2003, establishing a total contract amount of \$3,600,009.27 for work performed through October 2006; and

WHEREAS, since that time CHA has been working on the finalization of the Supplemental Environmental Impact Statement ("SEIS"), the Act 250 permit as well as advancing the design of the entire Champlain Parkway project; and

WHEREAS, Amendment #2 to the Agreement for Consultant Engineering Services will bring the contract documents up to date with the current invoicing schedule and cover the costs to continue the project through the Act 250 process (Spring/Summer 2011). After that time, CHA will be asked to submit an amendment request for final design for the bidding process; and

WHEREAS, the amount of Amendment #2 is \$2,163,053.91 which brings the total contract amount to \$5,763,063.18; and



CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS

OFFICE OF PLANNING  
648 PINE STREET, SUITE A  
BURLINGTON, VT 05402  
802.863.9094 P  
802.863.0466 F  
802.863.0450 TTY  
[WWW.DPW.CI.BURLINGTON.VT.US](http://WWW.DPW.CI.BURLINGTON.VT.US)

STEVEN GOODKIND, P.E.  
DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER

November 18, 2010

Mr. Dale Gozalkowski  
Clough Harbor & Associates LLP  
P.O. Box 5829  
Albany, NY 12205-0269

Re: Amendment #2 to contract MEGC 5000(1) also known as City Project # E86 218200

Dear Mr. Gozalkowski:

In accordance with Page 11 of the Agreement for Consultant Engineering Services dated October 14, 1999, the City of Burlington hereby authorizes Clough Harbor & Associates LLP to proceed with the work detailed in Amendment No. 2, dated May 18, 2010 ("Amendment #2"). Amendment #2 makes the new contract amount \$5,763,063.18 and extends the contract term and project schedule to December 31, 2014.

Please sign below as required and return the original to our office.

CLOUGH HARBOUR & ASSOCIATES LLP  
III WINNERS CIRCLE  
PO BOX 5829  
ALBANY, NY 12205-0269

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF BURLINGTON, VERMONT

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TITLE: DRW DIRECTOR



CITY OF BURLINGTON, VERMONT

OFFICE OF

THE CITY ATTORNEY

AND

CORPORATION COUNSEL

149 CHURCH ST.  
BURLINGTON, VT 05401-8489  
(802) 865-7121  
(TTY) 865-7142  
FAX 865-7123

KENNETH A. SCHATZ, Esq.  
City Attorney

EUGENE M. BERGMAN, Esq.  
Sr. Assistant City Attorney

NIKKI A. FULLER, Esq.  
Assistant City Attorney

RICHARD W. HAESLER, JR., Esq.  
Assistant City Attorney

April 22, 2010

Brian S. Dunkiel, Esq.  
Shems, Dunkiel, Raubvogel & Saunders, PLLC  
91 College St.  
Burlington, VT 05401

Re: Representation and Retainer Agreement

Dear Brian:

Enclosed please find the Representation and Retainer Agreement I've signed on behalf of the City of Burlington.

We look forward to working with you as well.

Sincerely yours,

Kenneth A. Schatz  
City Attorney and Corporation Counsel

Enclosure

cc: Carol Weston, Public Works Engineer, DPW

lh/KAS 2010/Brian Dunkiel re Representation and Retainer Agreement (Champlain Pkwy., etc.; environmental & regulatory issues)

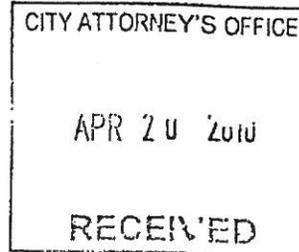
SHEMS DUNKIEL RAUBVOGEL & SAUNDERS PLLC

REBECCA E. BOUCHER  
ELIZABETH H. CATLIN  
BRIAN S. DUNKIEL  
EILEEN I. ELLIOTT  
GEOFFREY H. HAND

JESSICA A. OSKI  
ANDREW N. RAUBVOGEL  
MARK A. SAUNDERS  
RONALD A. SHEMS  
KAREN L. TYLER

April 19, 2010

Ken Schatz, Esq.  
City of Burlington  
City Hall  
149 Church Street  
Burlington, VT 05401



Re: Representation and Retainer Agreement

Dear Ken:

I am writing to document revisions to Shems Dunkiel Raubvogel & Saunders, PLLC's representation and retainer agreement with the City of Burlington. This letter shall serve to amend the terms of our representation contained in a letter dated July 31, 2008. The scope of our retainer includes regulatory matters and environmental permitting for special projects as requested by the City Attorney. At this time, the only matter for which we have been retained is obtaining permits for the Champlain Parkway. Any new matters for which we are retained will be documented in writing.

Partner-level attorneys will bill at \$180.00 per hour. Associates will bill at \$160 per hour. The rate for our paralegals is \$100.00 per hour. Usual and customary expenses including computer research fees, postage, long-distance telephone and mileage will also be billed monthly. We will review and revise the terms of this representation and retainer agreement on or before April 30, 2012.

Please sign below, and return this letter to me if it is acceptable. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian S. Dunkiel".

Brian S. Dunkiel  
SHEMS DUNKIEL RAUBVOGEL & SAUNDERS PLLC  
For the firm

A handwritten signature in black ink, appearing to read "Ken Schatz".

Ken Schatz  
for the City of Burlington



Fee \$25.00

# CITY OF BURLINGTON UMBRELLA ENTERTAINMENT PERMIT APPLICATION

## PART I ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name Burlington Discover Jazz Festival
- 2. D/B/A (Business Name) \_\_\_\_\_ 3. Bus. Phone (802) 863-7992
- 4. Business Address 156 College St., Suite 202
- 5. Mailing Address 156 College St., Suite 202
- 6. Contact person Gina Riccitelli 7. Contact Phone (802) 863-7992
- 8. Email contact address ginar@discoverjazz.com

## PART II OPERATION

- 1. Proposed Date(s) for this Event May 31 - June 9
- 2. Proposed Hours for this Event 12 pm - 12 am (outdoor) 12 pm - 2 am (indoor)
- 3. Proposed Location for this Event. Specify if event will be on a City street/Right-of-Way or Park  
Attach any diagrams that will be helpful.

See attached: Flynn Main Stage, Flynn Space, Waterfront Park, Nectar's, Signal Kitchen, City Hall Park, Church St. Marketplace

**For this proposed location please answer all questions that apply:**

- a) Occupancy Load varies b) # of Restrooms varies c) # of Egresses \_\_\_\_\_
- d) Date of last Fire/Safety Check day of festival e) Dancing by Patrons?  Yes or No
- f) Amplified Music?  Yes or No g) Will additional staff and/or security be required? Yes or  No *we hire GMC*
- h) Tents?  Yes or No i) Will alcohol be served?  Yes or No *only at Waterfront (Nectar's) and at Flynn Center*

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 2013 MAY 14 PM 1:30  
 BURLINGTON CLERK OF RECORD  
 (REASONS OFFICE)

(Continued on back)

**PART III  
DESCRIPTION OF ENTERTAINMENT**

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

Description 10 day jazz festival in downtown  
Burlington w/ Festival sponsored events  
and licensee sponsored events

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

**PART IV  
PARTICIPATING ORGANIZATIONS**

Please list all participating organizations/businesses/agencies:

- |                               |           |
|-------------------------------|-----------|
| 1. <u>Please see attached</u> | 7. _____  |
| 2. _____                      | 8. _____  |
| 3. _____                      | 9. _____  |
| 4. _____                      | 10. _____ |
| 5. _____                      | 11. _____ |
| 6. _____                      | 12. _____ |

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 2013 MAY 14 P 1:30  
 BURLINGTON CLERK  
 TREASURER'S OFFICE

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

DATE SIGNED: 5/14

SIGNATURE OF APPLICANT *Linda Little*

PRINT NAME: Linda Little

RELATIONSHIP TO BUSINESS Managing Director

OFFICE USE ONLY \*Via email approved by LC Committee  
to 5/15/13 (1x)

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Proposed Venues/Events for Discover Jazz Festival – May 31<sup>st</sup> – June 9<sup>th</sup>

Proposed Venues (outdoor venues/events in blue):

Waterfront Park

City Hall Park

Church Street Marketplace – 3 Stages (Church at Main, Cherry and Pearl)

Flynn MainStage

FlynnSpace

Signal Kitchen

Nectar's

Participating Venues Scheduling Music from May 31-June 9th:

American Flatbread

Courtyard Marriott Burlington Harborside

Daily Planet

Dobra Tea House

Farmhouse Tap & Grill

Half Lounge

Halvorson's Upstreet Café

Hotel Vermont

Leunig's Bistro

Nectar's

Club Metronome

Radio Bean

Red Square

Ri Ra

BCA Center

The Skinny Pancake

Vermont Pub & Brewery

Proposed Events:

Friday, May 31<sup>st</sup>

7:30pm – 12am - 3 stages, Church Street Marketplace - Long Trail Live

8pm - Flynn MainStage - John Scofield Uberjam & Dr. Lonnie Smith

Saturday, June 1<sup>st</sup>

12pm-5pm - City Hall Park – Big Joe Burrell Day with three bands

Lake Champlain Chocolates will have an ice cream cart

NSB will have a table in the park

5pm-8pm - 3 stages, Church Street Marketplace - Twilight Jazz Series

5pm – BCA Center, 2<sup>nd</sup> Floor – Jazz in Film

8pm - Flynn MainStage - Bobby McFerrin

10pm – FlynnSpace – Edmar Castaneda

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BURLINGTON CLERK  
TREASURER'S OFFICE

**Sunday, June 2<sup>nd</sup>**

**1pm-7:30pm - 3 stages, Church Street Marketplace - Twilight Jazz Series**

2pm – **BCA Center, 2<sup>nd</sup> Floor** – Jazz in Film

**4pm – City Hall Park – VSA Event**

5:30pm – **FlynnSpace** – Meet the Artist w/ Branford Marsalis

6pm - **BCA Center, 2<sup>nd</sup> Floor** – JazzLab

8pm – **Flynn MainStage** – Branford Marsalis

**Monday, June 3<sup>rd</sup>**

**12pm – 6:30pm – 3 stages, Church Street Marketplace – Jazz on the Marketplace (student bands)**

**1pm-7:30pm - 3 stages, Church Street Marketplace - Twilight Jazz Series**

5:30pm – **FlynnSpace** – Meet the Artist w/ Dave Douglas

7pm – **BCA Center, 2<sup>nd</sup> Floor** – Jazz in Film

8pm – **FlynnSpace** – Dave Douglas

**Tuesday, June 4<sup>th</sup>**

**12pm – 6:30pm – 3 stages, Church Street Marketplace – Jazz on the Marketplace (student bands)**

**1pm-8:30pm - 3 stages, Church Street Marketplace - Twilight Jazz Series**

4pm – **FlynnSpace** – Workshop w/ Brian Boyes

5:30pm – **Amy E. Tarrant Gallery** – Listening session w/ Bob Blumenthal

7pm-8pm – **BCA Center, 2<sup>nd</sup> Floor** – Artist Talk

8pm – **FlynnSpace** – Saturn people's Sound Collective

**Wednesday, June 5<sup>th</sup>**

**12pm – 6:30pm – 3 stages, Church Street Marketplace – Jazz on the Marketplace (student bands)**

**5pm-8:30pm - 3 stages, Church Street Marketplace - Twilight Jazz Series**

4pm – **FlynnSpace** – Workshop w/ George Garzone

5:30pm – **FlynnSpace** – Meet the Artist w/The Fringe

8pm – **FlynnSpace** – The Fringe

9:30pm – **Nectar's** – Orgone

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BURLINGTON CLERK  
TREASURER'S OFFICE

**Thursday, June 6th**

12pm - 6:30pm - 3 stages, Church Street Marketplace - Jazz on the Marketplace (student bands)

1pm-8:30pm - 3 stages, Church Street Marketplace - Twilight Jazz Series

5pm-9:45pm - Waterfront Park Bayou Tent - The Soul Rebels & Ivan Neville's Dumpstaphunk

5:30pm - FlynnSpace - Meet the Artist w/Helen Sung

8pm - FlynnSpace - Helen Sung Quartet

10pm - Signal Kitchen - Hess is More

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IRVING SUPERVISOR'S OFFICE

**Friday, June 7th**

12pm - 4:45pm - 3 stages, Church Street Marketplace - Jazz on the Marketplace (student bands)

5pm-8pm - Church St at Pearl St. - WPTZ NewsChannel 5 Block Party

5:30pm-8:30pm - BCA Center, 2nd Floor - Clark Russell Artist Reception

7pm - Amy E Tarrant Gallery - RECon performance

7pm-9pm - Lake Champlain Ferry at King Street Dock - Dixieland Cruise w/the Onion River jazz Band

8pm - Flynn MainStage - Eliane Elias

10pm - Signal Kitchen - Lee Fields and The Expressions

**Saturday, June 8th**

1pm-7:45pm - 3 stages, Church Street Marketplace - Twilight Jazz Series

3pm - BCA Center, 2nd Floor - JazzLab

4:30pm-10:45pm - Waterfront Park World Tent - Barrington Levy, Richie Spice & Debo Band

5:30pm - FlynnSpace - Meet the Artist w/Poncho Sanchez

8pm - FlynnSpace - Gretchen Parlato

10pm - FlynnSpace - Gretchen Parlato

**Sunday, June 9th**

12:30pm-3:45pm - 3 stages, Church Street Marketplace - Twilight Jazz Series

2pm - BCA Center, 2nd Floor - JazzLab

4pm - FlynnSpace - Meet the Artist w/Greg Tardy

4pm - First Unitarian Universalist Church - S. Burlington Chorus performs Missa in Jazz

6pm – **FlynnSpace** – Greg Tardy

8pm – **Flynn MainStage** – Poncho Sanchez w/ Ray Vega

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2013 MAY 14 P 2:07  
BURLINGTON CLERK  
TREASURER'S OFFICE



RECEIVED  
2013 MAY 14 P 1:33  
BURLINGTON CLERK  
TREASURER'S OFFICE

DATE: May 31, 2012

TO: Marketplace Maintenance (Pat)  
Terry Francis, Fire Marshal  
BC Seth Lasker, Fire Dept  
Becky Cassidy, CSM

Deputy Chief Walt Decker, BPD  
Deputy Chief Andi Higbee, BPD  
Marketplace File  
Linda Little, Burlington Discover Jazz

FROM: Ron Redmond, Executive Director / M. A. Gutchell for CSMDC

I have granted permission to Linda Little – Burlington Discover Jazz Festival (802-863-7992)

for the following activity: Burlington Discover Jazz will set up tents and stages on the Marketplace for various performances and merchandise sales. Jazz has an umbrella permit from BFD for anything 200 sq. ft or less. There will be three main stages (one on the Top Block, one on the Mall Block and the other on City Hall Block) throughout the week. Friday, May 31st, Long Trail will have a block party and Friday, June 7<sup>th</sup>, WPTZ will have their block party.

at the following date and time & location: Daytime concerts and Twilight Jazz, beginning at 12:00 Noon, will be held Saturday, June 1st through Sunday, June 9<sup>th</sup> on all three stages. WPTZ have their 10x10 and will broadcast live from the Marketplace (Monday through Thursday from City Hall Block, Friday from the Top Block). Northfield Savings will have a tent and its Flying Pig set up throughout the festival. The Long Trail block party will begin with performances beginning at 7:30p.m. and ending at 12:00 Midnight on all three stages on May 31st. WPTZ's block party will be on Friday, June 7<sup>th</sup>, on the Top Block from 5:00p.m. to 8:00p.m. They will have their vehicles and 10x10s. A detailed schedule of activities can be obtained through the Jazz Festival office or on their web site [www.discoverjazz.com](http://www.discoverjazz.com)

**OTHER INFORMATION:**

**AREA NINE (9) FEET OUT FROM ALL BUILDING FACADES (FRONTS) TO REMAIN OPEN AT ALL TIMES (YOU MAY NOT DISPLAY IN THIS AREA).**

**Original permit with application and map filed in Church Street Marketplace office.**



## Lori Olberg

---

**From:** Gina Riccitelli <ginar@flynncenter.org>  
**Sent:** Tuesday, May 14, 2013 2:21 PM  
**To:** Lori Olberg  
**Subject:** RE: Discover Jazz Festival

Leunig's, Red Square, Vermont Pub & Brewery, American Flatbread, Farmhouse (back patio), and The Skinny Pancake all have patios with live music. The rest are inside.

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

ginar@discoverjazz.com

---

**From:** Lori Olberg [lolberg@burlingtonvt.gov]  
**Sent:** Tuesday, May 14, 2013 2:18 PM  
**To:** Gina Riccitelli  
**Subject:** RE: Discover Jazz Festival

Who are the outdoor ones other than the parks and CSM??

-----Original Message-----

**From:** Gina Riccitelli [mailto:ginar@flynncenter.org]  
**Sent:** Tuesday, May 14, 2013 2:10 PM  
**To:** Lori Olberg  
**Subject:** RE: Discover Jazz Festival

I will have to contact each venue to see if they have approved entertainment. I can let you know today which do not.

All of these venues have booked entertainment:

American Flatbread

Courtyard Marriott Burlington Harborside Daily Planet Dobra Tea House Farmhouse Tap & Grill Half Lounge Halvorson's Upstreet Café Hotel Vermont Leunig's Bistro Nectar's Club Metronome Radio Bean Red Square Ri Ra BCA Center The Skinny Pancake Vermont Pub & Brewery

I have attached the full schedule. I will call all of them now to find out which have "approved entertainment".

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

ginar@discoverjazz.com

---

From: Lori Olberg [lolberg@burlingtonvt.gov]

Sent: Tuesday, May 14, 2013 2:04 PM

To: Gina Riccitelli

Subject: RE: Discover Jazz Festival

This is getting messy, do you have a list with times, dates of where each music venue is playing, the second list you sent me, ALL of those places need to have a special event permit UNLESS they have approved entertainment.

Are Dobra, Hotel Vermont and the Courtyard doing entertainment??

-----Original Message-----

From: Gina Riccitelli [mailto:ginar@flynncenter.org]

Sent: Tuesday, May 14, 2013 1:50 PM

To: Lori Olberg

Subject: RE: Discover Jazz Festival

Sorry, one more question. There are a few participating venues that I included on that last list that do not usually book music - Dobra Tea House, Hotel Vermont, Courtyard Marriott, are examples. Is that when I need to get a special events permit?

I am truly sorry for all of the questions and so appreciative of all of your help.

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

ginar@discoverjazz.com

---

From: Lori Olberg [lolberg@burlingtonvt.gov]

Sent: Tuesday, May 14, 2013 1:35 PM

To: Gina Riccitelli

Subject: RE: Discover Jazz Festival

The special event permit would be completed by places who do not have entertainment at all or do not have outdoor if they want outdoor; or indoor for later.

By looking at these list, there is NO one participating such as: Akers' Place, The Scuffer, American Flatbread, Leunig's??

-----Original Message-----

From: Gina Riccitelli [mailto:ginar@flynncenter.org]

Sent: Tuesday, May 14, 2013 1:22 PM

To: Lori Olberg

Subject: RE: Discover Jazz Festival

Hi Lori,

Here are the completed applications and the venue/events list for Discover Jazz.

Does WPTZ need a special events permit for the block party on June 7th at Church St at Pearl St? I have attached our Church St Marketplace permit that talks about what they will be doing specifically.

Do you see any other red flags for special events permits we should be looking into? The festival is the same as last year with events/locations/times.

Thanks so much for all of your help with this. Again, I am so sorry to not reach out to you sooner. Next year we will have this done months in advance.

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

ginar@discoverjazz.com

---

From: Lori Olberg [lolberg@burlingtonvt.gov]

Sent: Tuesday, May 14, 2013 11:32 AM

To: Gina Riccitelli

Subject: RE: Discover Jazz Festival

Do you have a listing of all venues, that would be helpful.

Make sure I get everything, even if you have to have until noon tomorrow. I need this as a complete packet SO that I can have the Committee approve without too many questions.

-----Original Message-----

From: Gina Riccitelli [mailto:ginar@flynncenter.org]  
Sent: Tuesday, May 14, 2013 11:26 AM  
To: Lori Olberg  
Subject: RE: Discover Jazz Festival

Thank you so much for your help.

I am writing a document with each event by day - location, time, event name - so you will have all the details. I will include the two vendors we have for the waterfront and City Hall Park events. Do you also want to know, for example, if NSB was approved to table by Church St Marketplace for a particular event? Is that necessary information?

We have the Church St marketplace and Fire Marshal permits already. Should I include those as well?

I will have this for you today.

THANK YOU!

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

ginar@discoverjazz.com

---

From: Lori Olberg [lolberg@burlingtonvt.gov]  
Sent: Tuesday, May 14, 2013 11:09 AM  
To: Gina Riccitelli  
Subject: RE: Discover Jazz Festival

You will need to get everything to me NO later than tomorrow noon. I will see if I am able to get this approved by the License Committee so that this can be approved at the 5/20 CC meeting.

Since I have seen nothing, I have no idea who if any will need a special event permit.

Not sure why this information was not passed onto you. This is a huge event and proper approval needs to happen, as you can imagine.

-----Original Message-----

From: Gina Riccitelli [mailto:ginar@flynncenter.org]  
Sent: Tuesday, May 14, 2013 11:05 AM  
To: Lori Olberg  
Subject: RE: Discover Jazz Festival

Hi Lori,

The event begins May 31st. I am sorry I didn't know to contact you sooner. Is there any way to get it approved before the event? I am filling the forms out now and will get them to you in a few minutes.

What other participants would need special events permits? The event is exactly the same as it is every year - could you tell me if anyone received one last year?

Thank you,

Gina

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

ginar@discoverjazz.com

---

From: Lori Olberg [lolberg@burlingtonvt.gov]

Sent: Tuesday, May 14, 2013 10:51 AM

To: Gina Riccitelli

Subject: RE: Discover Jazz Festival

Hi Gina:

You will need to fill this out immediately and submit it before this week's end since it will have to go to the License Committee at their 5/21 meeting for approval and then onward to the City Council for final approval at their 6/3 meeting. Please make the check payable to the City of Burlington in the amount of 25 dollars.

Please provide as much details as possible; if any of the participants need special event permits (25 dollars per), they will need to fill them out as well for this week.

I have asked Noel to provide the COI to me so that I can process the catering event (he has already submitted this to me).

If you have any questions or need anything further, please let me know.

~~thank you~~

-----Original Message-----

From: Gina Riccitelli [mailto:ginar@flynncenter.org]

Sent: Monday, May 13, 2013 10:39 AM

To: Lori Olberg

Subject: Re: Discover Jazz Festival

Hi Lori,

I am reaching out to see if you are the person who would assist us with the City Of Burlington Umbrella Entertainment Permit Application. Lisa Giordano from our office handled it last year, and we are all new here this year. I have been looking online for the application but cannot seem to find it anywhere. I have attached last year's application so you can see an example of the one we did last year.

Also, can you tell me what specifically we need from Nectar's to vend alcohol at the waterfront? They do it every year and know the rules (no glass, bracelet/double fencing, etc), and they will have their COI for me this week - I just wanted to make sure I have remembered to do everything on my end.

Thanks so much!

Gina

Gina Riccitelli

Operations & Community Relations Coordinator

Burlington Discover Jazz Festival

802-863-7992

[ginar@discoverjazz.com](mailto:ginar@discoverjazz.com)<mailto:ginar@discoverjazz.com>



Fee \$25.00

May 1, 2013 ---- April 30, 2014

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

[X] Indoor [ ] Outdoor

PART I
ORGANIZATION

RECEIVED
2013 MAY 15 P 1:58
BURLINGTON CLERK
TREASURER'S OFFICE

All information in this section is required

- 1. Corporation/Sole Proprietor name HOUGHTON ASSOC INC
2. D/B/A (Business Name) DAILY PLANET 3. Bus. Phone 862-9647
4. Business Address 15 CENTER ST BURLINGTON
5. Mailing Address SAME
6. Contact person COPEY HOUGHTON 7. Contact Phone 999-7032
8. Email contact address DAILYPLANET15@MYFAIRPOINT.NET

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event SEE ATTACHED
4. Proposed Hours for this Special Event 11 11
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
IN OUR BAR AREA

For this Proposed location please answer the following questions:

- a) Occupancy Load 100 b) # of Restrooms 2 c) # of Egresses 2
d) Date of last Fire/Safety Check 2/4/13 e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III  
DESCRIPTION OF ENTERTAINMENT**

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

Description JAZZ FOR JAZZ FEST


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 2013 MAY 15 P 1:58  
 BURLINGTON CLERK  
 REASSEMBLY OFFICE

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

DATE SIGNED: 5/15/13

SIGNATURE OF APPLICANT *FCH*

PRINT NAME: FRANCIS C. HOUGHTON

RELATIONSHIP TO BUSINESS OWNER

OFFICE USE ONLY pdchk # 2519 to 5/15/13

Fee Paid \$ \_\_\_\_\_ Date: 5/15/13 Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 5/15/13 the Burlington City Council License Committee recommended

Approval X Denial \_\_\_\_\_

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

## Daily Planet Jazzfest Schedule 2013

- Friday May 31, 7 – 9:30 pm: Mike Martin guitar duo
- Saturday June 1, 7 – 10 pm: Adam Frehm string trio
- Sunday June 2, 11am – 1:30pm: Anna Pardenik piano & vocals solo
- Wednesday June 5, 7 – 9:30pm: Anna & aeroplane piano & vocals duo
- Thursday June 6, 7 – 10pm: Jim Stout guitar duo
- Friday June 7, 7 – 10pm: Lambo Law guitar duo
- Saturday June 8, 7 – 10pm: Adam Frehm string trio
- Sunday June 9, 11am – 1:30pm: Mike Martin string duo

RECEIVED

2013 MAY 15 P 1:58

BURLINGTON CLERK  
TREASURER'S OFFICE



May 1, 2013 ---- April 30, 2014

# CITY OF BURLINGTON SPECIAL EVENT ENTERTAINMENT PERMIT APPLICATION

Indoor  Outdoor

## PART I ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name Monkey Hospitality, LLC
- 2. D/B/A (Business Name) Monkey House 3. Bus. Phone 802 6554563
- 4. Business Address 30 Main St. Winooski, VT 05404
- 5. Mailing Address \_\_\_\_\_
- 6. Contact person Ryan Smith 7. Contact Phone 802 233 5929
- 8. Email contact address fluidbarservicevt@gmail.com

## PART II OPERATION

- 1. Do you currently have a Liquor License? Yes or No
- 2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
- 3. Proposed Date(s) for this Special Event ~~5/27~~, 5/29, 5/30
- 4. Proposed Hours for this Special Event 4pm - 9pm
- 5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way  
420 pine St - Burlington, VT in Parking lot  
Courtyard behind SEABA

RECEIVED  
2013 APR 26 P 3:51  
BURLINGTON CLERK  
TREASURER'S OFFICE  
Winooski

For this Proposed location please answer the following questions:

- a) Occupancy Load 200+- b) # of Restrooms 3-4 c) # of Egresses 3 Alleyways/  
Driveways
- d) Date of last Fire/Safety Check in progress e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No  
3 stationary security  
2 floating persons

(Continued on back)

**PART III  
DESCRIPTION OF ENTERTAINMENT**

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

Description Food Truck Rally. Community event Friday  
evenings to encourage folks to come enjoy the "arts"  
district of Burlington. Event will feature local food  
vendors, local beer, local live music. This is a joint  
venture with "Arts Riot".

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

DATE SIGNED: 4/26/13

SIGNATURE OF APPLICANT: [Signature]

PRINT NAME: Ryan Smith

RELATIONSHIP TO BUSINESS owner

RECEIVED  
2013 APR 26 P 3:57  
BURLINGTON CLERK  
(TREASURER'S OFFICE)

OFFICE USE ONLY

pd check # 564 to \$25.00

Fee Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 5/7/13, the Burlington City Council License Committee recommended  
Approval X Denial \_\_\_\_\_

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



Hello Neighbors!

ArtsRiot would like to invite you to Burlington's first food truck rally! The South End Truck Stop will be regularly occurring throughout the warm months in Burlington. This will be Burlington's longest running reoccurring destination event featuring art, food, and music. Six food trucks, live local music provided, and open art galleries will be featured weekly. All beverages will be provided by Fiddlehead Brewing Company and Farrell distributing, two Vermont vendors.

By providing tables, chairs, bathroom access, and indoor and outdoor areas, it will be an inviting event to comfortably stay a while. The South End Arts District is ideally located to host this community event. Food truck vendors will do a great trade backed by the professional workers and residents in the South End.

Best of all, a portion of the proceeds will go Chittenden Emergency Food Shelf! So come join ArtsRiot in bringing the South End Arts District to life. Eat, drink, and listen to great music while supporting local entrepreneurs and our neighborhood food bank!

**What:** A gathering of food trucks. Open art galleries. Live music. A great way to eat, play, and give to a great cause.

**Where:** The parking lot at 420 Pine Street, behind SEABA

- 25 dates in all
- Including 5 First Friday Art Walks, Memorial Day Weekend, Independence Day Weekend, local university and college orientation/move-in weekend, Labor Day Weekend, and Halloween Weekend.

**When:** Fridays, 4- 9PM, May 17th -Nov 1st

**Who:** Food trucks. Area galleries. Musicians. The Chittenden Emergency Food Shelf. ArtsRiot.

We hope that this event can benefit everyone in the community, if you would like to get involved in any way please let us know! ArtsRiot will be hosting a community meeting on April 26th at 12:30pm in the gallery space. Come by and discuss ways to get involved, questions, or concerns.

If you cannot make the community meeting, please do not hesitate to contact Eve Warnke at [eve.warnke@gmail.com](mailto:eve.warnke@gmail.com)

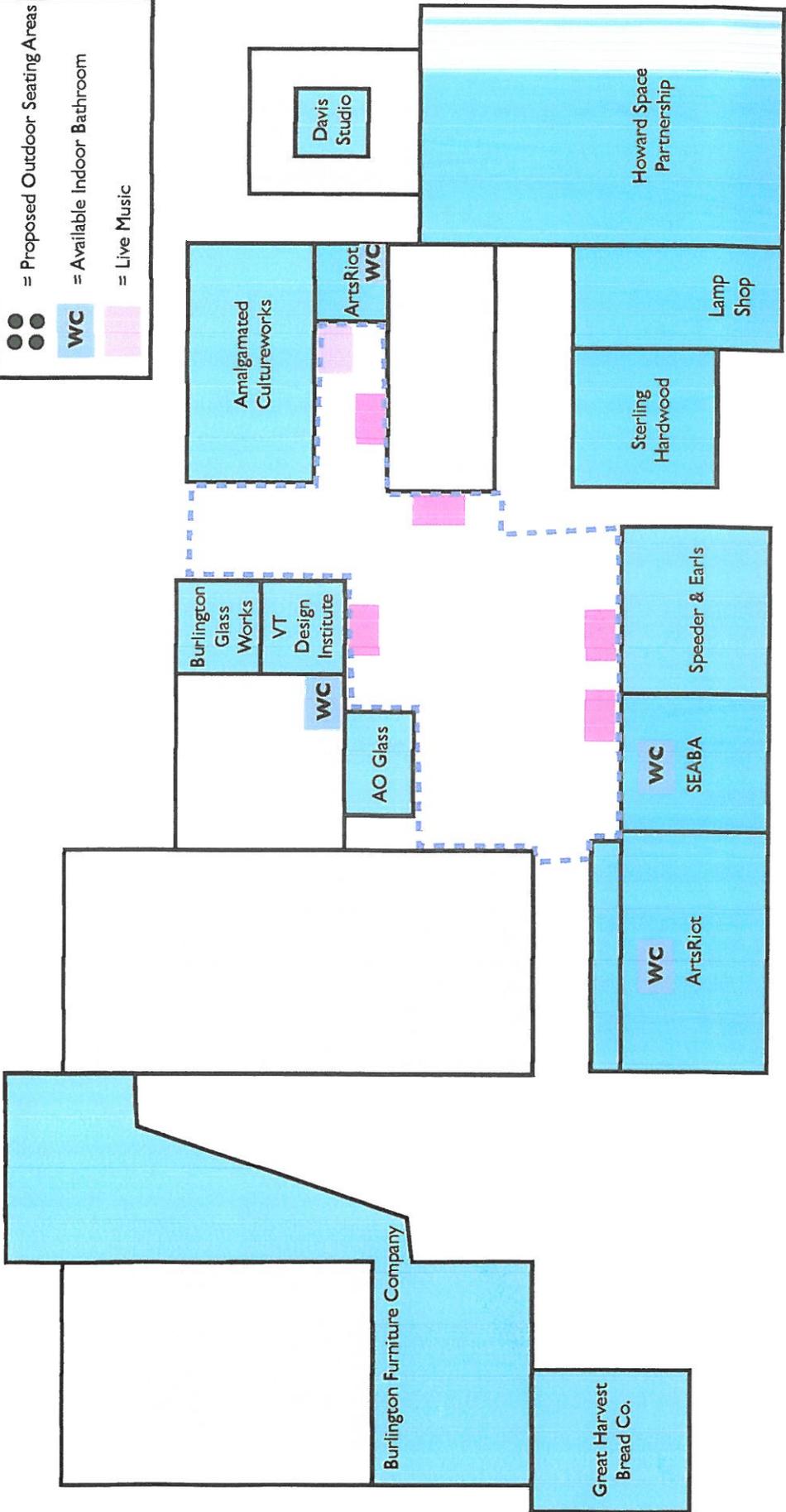
We hope to see you there!



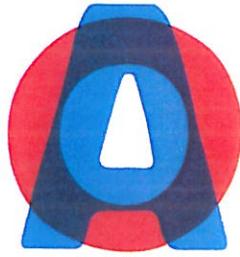
HOWARD STREET

**KEY**

- = Proposed Food Truck Site
- = Proposed Bar Service Area
- = Proposed Outdoor Seating Areas
- = Available Indoor Bathroom
- = Live Music



PINE STREET



**GLASS WORKS**

# Open Studio Sale

glass demos

sign-up for kid art & glass camps

Let's hang out!

**Every Friday 5-8PM**

starting May 24

at

*ArtsRiot's*

# *South End*

# TRUCK STOP

**A WEEKLY FOOD TRUCK RALLY**

*Fridays 4:30-9PM*

*starts May 24*

*400 Pine Street parking lot*

**BURGER BARN**

**SOUTHERN SMOKE**

**THE HINDQUARTER**

**MUCHACHO TACO**

**DUINO DUENDE**

**MOCEAN MATE**

**TOM GIRL JUICE**

**LAKE CHAMPLAIN CHOCOLATES ICE CREAM**

*FOOD. MUSIC. ART. NEIGHBORS.*

**SPECIALTY BEER EXCLUSIVELY BY FIDDLEHEAD BREWERY**

*proceeds benefit the*

*Chittenden Emergency Food Shelf*





ArtsRiot has met with me about the **South End Truck Stop** and I have an understanding of what this event is. I am supportive of this event and ArtsRiot has been accommodating to my needs thus far. And, they will continue to respect any concerns.

NAME

SIGNATURE

Ed Cawley Amalgamated  
Y. Oakford Donald

*[Handwritten signature]*  
Y. Oakford Donald

Amy Radcliffe  
K. Seegal (The Lamp Shop)

*[Handwritten signature]*  
K. Seegal

MITCHELL SHEET METAL INC.

*[Handwritten signature]*  
U.P.M. Facilities Man.

Kevin Chamberlin

John Takeou

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*



Erin Hanley

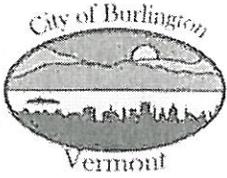
Erin Hanley

Tim Waite

Tim Waite

Carol Norton

Carol Norton



Fee \$25.00

May 1, 2013 ---- April 30, 2014

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

Indoor Outdoor

PART I
ORGANIZATION

All information in this section is required

- 1. Corporation/Sole Proprietor name the Burton Corporation
2. D/B/A (Business Name) Burton Snowboards 3. Bus. Phone (802) 862-4500
4. Business Address 80 Industrial Parkway, Burlington, VT 05401
5. Mailing Address 80 Industrial Parkway, Burlington, VT 05401
6. Contact person Morgan Bennett 7. Contact Phone (203) 570-3016
8. Email contact address Morganb@burton.com

RECEIVED
2013 APR 26 P 3:55
BURLINGTON CLERK
TREASURER'S OFFICE

PART II
OPERATION

- 1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 5/25/13
4. Proposed Hours for this Special Event 1pm - 6pm bluegrass band
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Burton Headquarters - 80 Industrial Parkway, Burlington, VT 05401.
The event will be held on private property, open to the public.

ent will be outdoors
is info
stays to
e adjacent
building.

For this Proposed location please answer the following questions:

- a) Occupancy Load b) # of Restrooms 11 c) # of Egresses 4
d) Date of last Fire/Safety Check e) Dancing by Patrons? Yes or No
f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

**PART III  
DESCRIPTION OF ENTERTAINMENT**

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

Description We plan to have music, food and beverages at our headquarters from 1pm until 6pm. The music will be a combination of a DJ & live acts. The one live act that has been confirmed is musical guest "Twiddle". Twiddle's set is scheduled for 4pm - 5:30pm & will be the last live act to play this day.

RECEIVED  
2013 APR 26 3:57  
BURLINGTON  
TREASURER'S OFFICE

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

DATE SIGNED: 5/26/13

SIGNATURE OF APPLICANT *Morgan W. Bennett*

PRINT NAME: Morgan W. Bennett

RELATIONSHIP TO BUSINESS Marketing Coordinator

OFFICE USE ONLY

Fee Paid \$ 25.00 Date: 5/3/13 <sup>chk # 419599</sup> Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 5/7/13, the Burlington City Council License Committee recommended Approval X Denial \_\_\_\_\_

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

## Lori Olberg

---

**From:** Morgan Bennett <morganb@burton.com>  
**Sent:** Tuesday, April 30, 2013 2:15 AM  
**To:** Lori Olberg; Lori Olberg  
**Subject:** Fwd: Occupancy questions!  
**Attachments:** 80BldgOccupancyLoadTruex\_8511.pdf; ATT00001.htm

Hello Lori. I have located the outstanding occupancy and inspection information that was not included in my initial application. Again, please note that this information pertains to the building adjacent to the event which will be primarily outdoors. Guests will be inside for the purposes of shopping, use of our restrooms, and some limited spectating for employees and VIP guests.

Occupancy load: **Please see diagram (attached)**

# of restrooms: **11**

# of egress: **4**

Date of last fire inspection:

**Actual visit by fire dept. July 1012.**

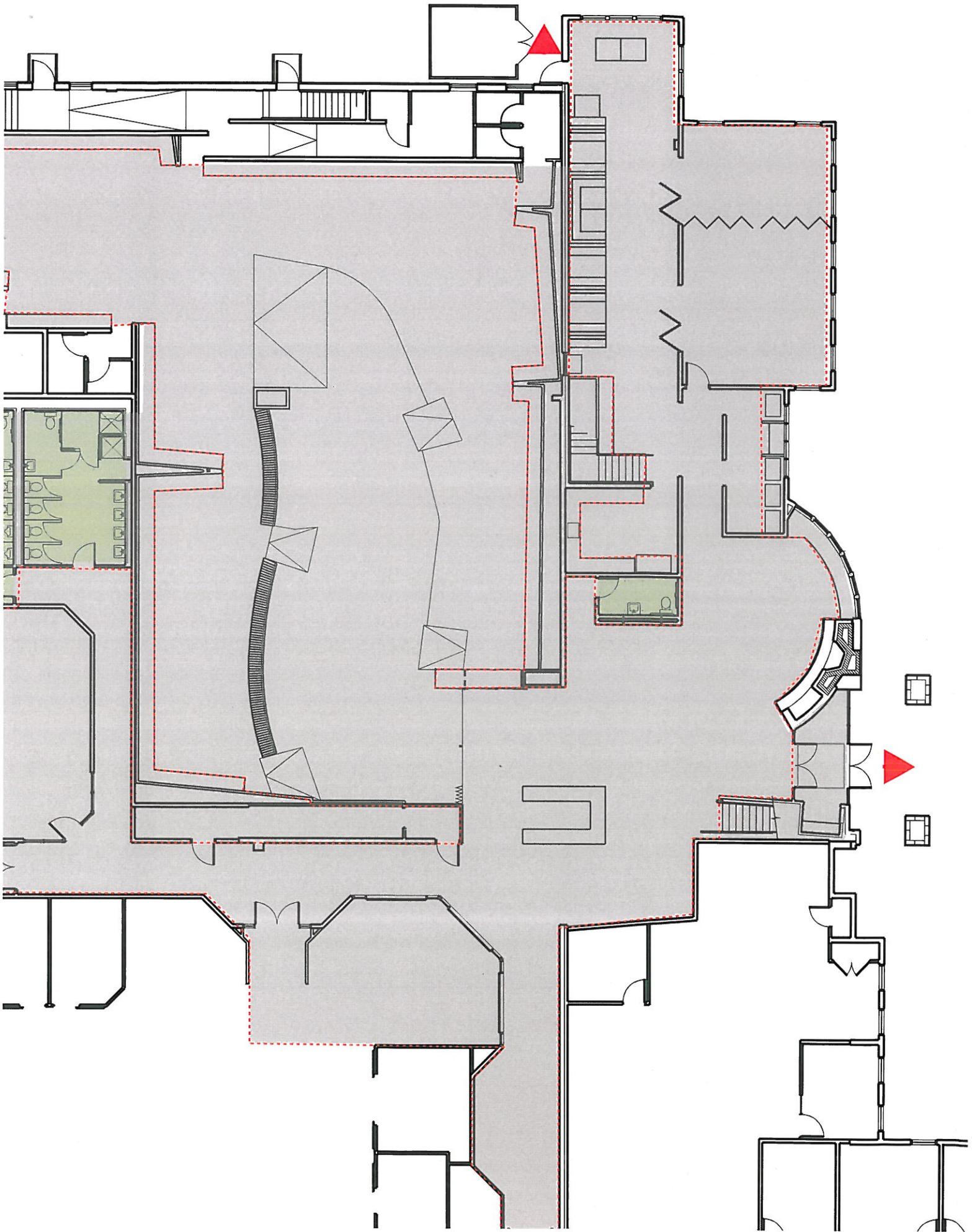
**Sprinkler insp. April 2013.**

**Fire alarms Dec. 2013.**

Can you please update my application with all relevant information? It would be greatly appreciated. I should have catering information submitted by Wednesday.

Again, thank you for all of your help, Lori. It had been tremendous.

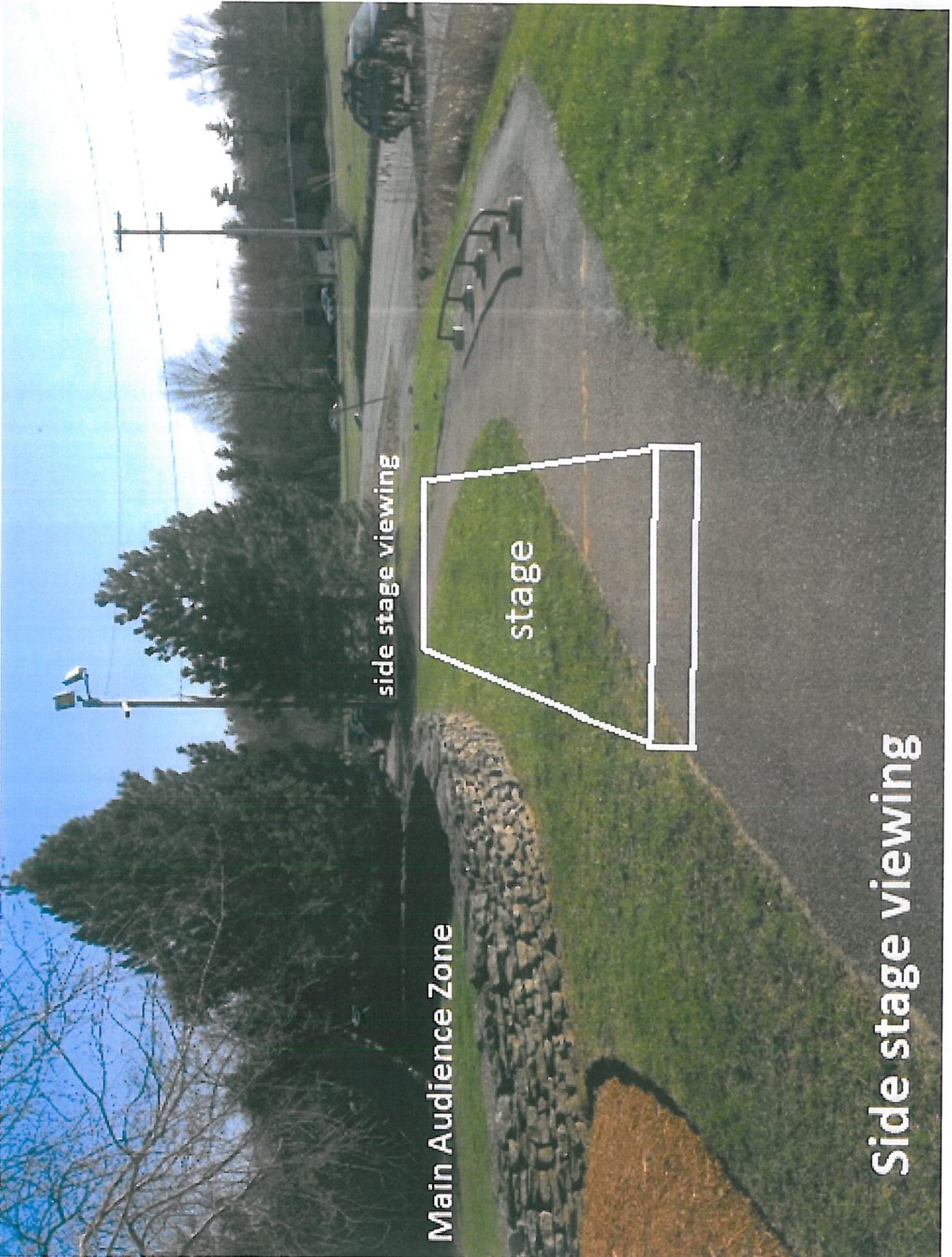
-Morgan





stage

Audience zone



Main Audience Zone

side stage viewing

stage

Side stage viewing

---

# Make **Your Voice** Heard

---



Please share your ideas, concerns or questions with the Burlington Redistricting Committee at its upcoming meetings:

**Tuesday, May 14th, 7:00-9:00PM**  
(City Hall Contois Auditorium, 149 Church St.)

**Wednesday, May 29th, 7:00-9:00PM**  
(Public Works Conference Room, 645 Pine St.)

**Tuesday, June 4th, 7:00-9:00PM**  
(Public Works Conference Room, 645 Pine St.)

OR

E-mail or Call Cindy Cook: [redistricting@adamantaccord.com](mailto:redistricting@adamantaccord.com), 802-223-1330

## Background:

The results of the 2010 U.S. Census show that some Burlington residents are under-represented, and others are over-represented by the current ward system. To ensure equal representation, the city has a responsibility to redraw ward boundaries and get voter and legislative approval for a charter change as soon as possible.

Currently, Burlington is divided into seven wards, with 14 councilors. *The city's new districting plan is not limited to the current configuration.* The new plan can involve any number of wards and councilors, as long as it provides approximately equal representation to all Burlington residents. For more information about Burlington's redistricting process, see <http://www.burlingtonvt.gov/CityCouncil/Ward-Redistricting/>. For general information about redistricting, see [www.redistrict.info](http://www.redistrict.info).



## **BURLINGTON EMPLOYEES' RETIREMENT SYSTEM**

James T. Strouse  
Chairman of the Board  
Robert Hooper  
Vice-Chairman

Marina Collins  
Retirement Administrator  
802-865-7097  
VT Relay – dial 711 or  
800-253-0191

To: City Council

From: Marina Collins, Retirement Administrator

Date: May 9, 2013

RE: BERS Experience Study 7/1/07-6/30/12

On May 2, 2013 the BERS board unanimously accepted the attached experience study performed by Buck Consultants, adopted all the recommended assumptions and requests that the City Council and the Administration fully fund as recommended by the Actuary within this report.

**REPORT ON THE RESULTS OF AN  
EXPERIENCE STUDY OF THE  
BURLINGTON EMPLOYEES' RETIREMENT SYSTEM**

**COVERING THE PERIOD JULY 1, 2007 THROUGH JUNE 30, 2012**

May 2, 2013

Retirement Board  
Burlington Employees' Retirement System  
179 South Winooski Avenue, Suite 100  
Burlington, VT 05401

Dear Board Members:

The results of our experience study of the Burlington Employees' Retirement System covering the five-year period ending June 30, 2012, are described in this report, along with our recommendations for changes in the present assumptions.

The Table of Contents, which immediately follows, outlines the information contained in this report.

I am a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries. I meet the Qualification Standards of the Academy to render the actuarial opinions contained herein. This report has been prepared in accordance with all applicable Actuarial Standards of Practice, and I am available to answer questions concerning it.

Respectfully submitted,



David L. Driscoll, FSA, EA  
Principal, Consulting Actuary

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## **I. INTRODUCTION**

In order to accumulate funds to pay retirement benefits on a reasonable and relatively stable basis, the actuary prepares annual valuations of the System's assets and liabilities to measure the funded status and to ensure that funding is progressing at a rate that is adequate to meet the System's obligations.

The primary purposes of funding are to equitably allocate costs between generations of taxpayers and to provide security to members, who view the funds set aside as assurance that their benefits will be paid.

While the ultimate cost of the System is not determinable until all benefits are paid and expenses provided for, each actuarial valuation attempts to estimate costs based on assumptions selected to predict, as accurately as possible, future experience in order to produce stable contribution rates.

Overly conservative or aggressive assumptions will result in actuarial gains or losses each year. When translated into contributions, this will result in decreasing or increasing contribution rates and an inequitable allocation of costs.

The major actuarial assumptions are:

- (a) Active service demographic assumptions,
- (b) Compensation increase assumptions,
- (c) Post-retirement mortality rates,
- (d) Interest rate, and
- (e) Cost-of-living adjustment rates.

Before presenting our analysis of the System's experience and discussion of the proposed assumptions, it is important to outline considerations that should govern the selection of actuarial assumptions. The recommendations of the American Academy of Actuaries are as follows:

- (i) The actuarial assumptions selected should reflect the actuary's best judgement of future events. They should take into account actual experience to the extent possible, but they should also reflect long-term future trends rather than give undue weight to recent past experience.
- (ii) The actuary should consider the impact of inflation in selecting the actuarial assumptions to be used.
- (iii) The actuary should give consideration to the reasonableness of each actuarial assumption independently as well as the combined impact of all the assumptions.
- (iv) The actuary should give careful attention to changes in plan design that may significantly alter expected future experience. For example, a liberalization of early retirement benefits may make advisable a revision in the retirement assumption.
- (v) The actuary, in choosing assumptions, should take into account general or specific information available from other sources, including the plan sponsor, plan administrator, investment managers, accountants, economists, etc.

The purpose of this Report is to provide the information necessary to decide on the appropriate assumptions to be used in future valuations. It should be noted that these decisions cannot be made "in a vacuum" but must reflect the present and expected situation within the State and the System.

The balance of this Report deals in detail with the various assumptions. In each area we have made recommendations as to what we believe are appropriate assumptions. These recommendations reflect our "best estimate" of the likely future experience based on:

- (a) the recent past experience,
- (b) the general economic views prevailing at this time, and
- (c) anticipated trends.

## **II. ACTIVE SERVICE DEMOGRAPHIC ASSUMPTIONS**

The active service demographic assumptions include rates of:

- (a) Termination,
- (b) Disability,
- (c) Death before retirement, and
- (d) Retirement.

Our review of active service demographic assumptions is based on the actuarial valuation data for Class A and B members of the System.

The basis for analysis of the System's experience is a comparison of the actual number of separations from service under each category with those expected based on the assumptions currently in use.

The "expected" values are calculated by applying the various rates or probabilities to the individuals exposed to each respective event. For example, active members age 40 with 10 years of credited service would be exposed to the probabilities of withdrawal, death and disability. A Class A member age 54 with seven years of service would be exposed to death, disability and retirement.

Numerical summaries of the System's experience from July 1, 2007, through June 30, 2012, are presented in Appendix I. The tables show the ratios of the actual experience of the System as compared to that anticipated by the present actuarial assumptions. The results are shown separately by assumption and, where appropriate, by sex.

The ratios of actual to expected experience indicate the extent of deviation from the assumptions. A ratio of 1.0 would mean the experience has been exactly as anticipated.

As an aid to the Trustees in analyzing these results, we have also prepared a series of graphs, which present the statistical data summarized in Appendix I in visual form. Our comments will refer to these graphs, which immediately follow each of the following subsections.

#### Termination

The graphs that follow present the withdrawal and vesting experience separately for Class A and B employees.

Reviewing the withdrawal and vesting experience, it can be seen that there are more members than expected leaving before service retirement among both males and females at most ages.

Since the number of members withdrawing without a benefit and the number of vested retirements exceed those expected, we recommend that the assumed probabilities of withdrawal be increased. In the case of Class A, we propose that assumed rates be decreased for those under age 40 and increased for those over that age. For Class B, the assumed termination rates for employees with more than three years of credited service differ from those applied to employees with less than three years. We propose raising the assumed rates of turnover among employees with less than three years of service and leaving those for employees with more than three years of service unchanged.

The graphs presented on pages 7 and 8 show the current rates, the actual rates and the proposed rates separately for Class A and B, and at different levels of service for Class B. The proposed rates are set forth in detail in Appendix II.

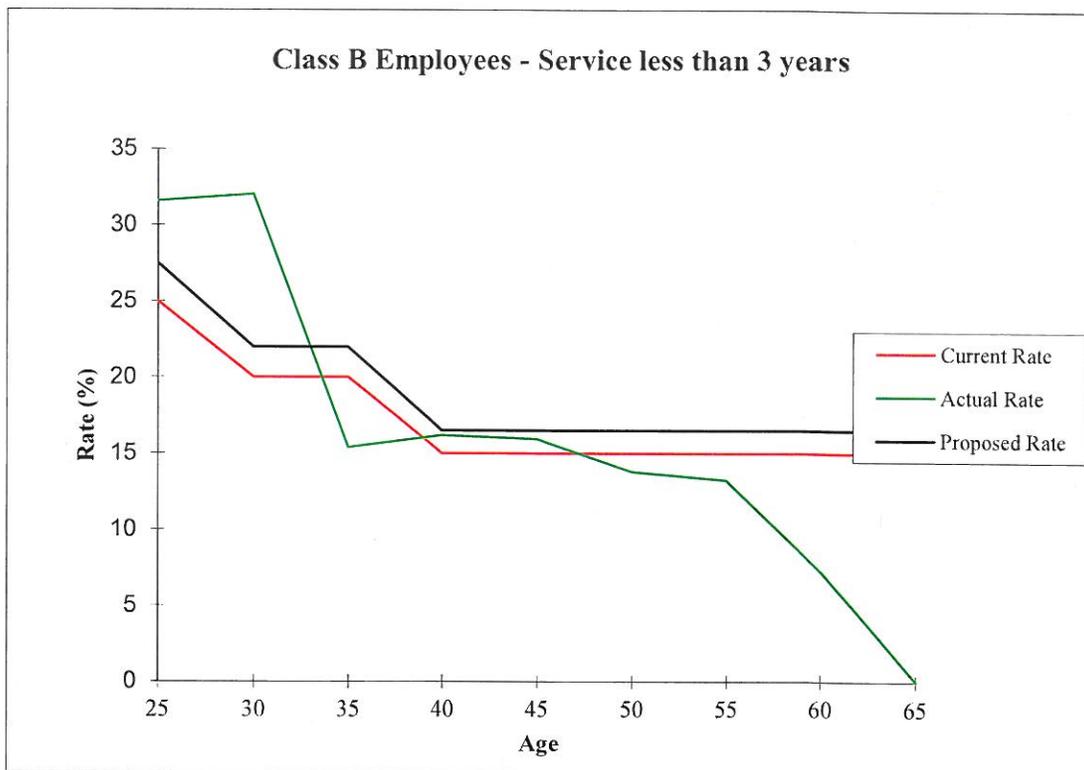
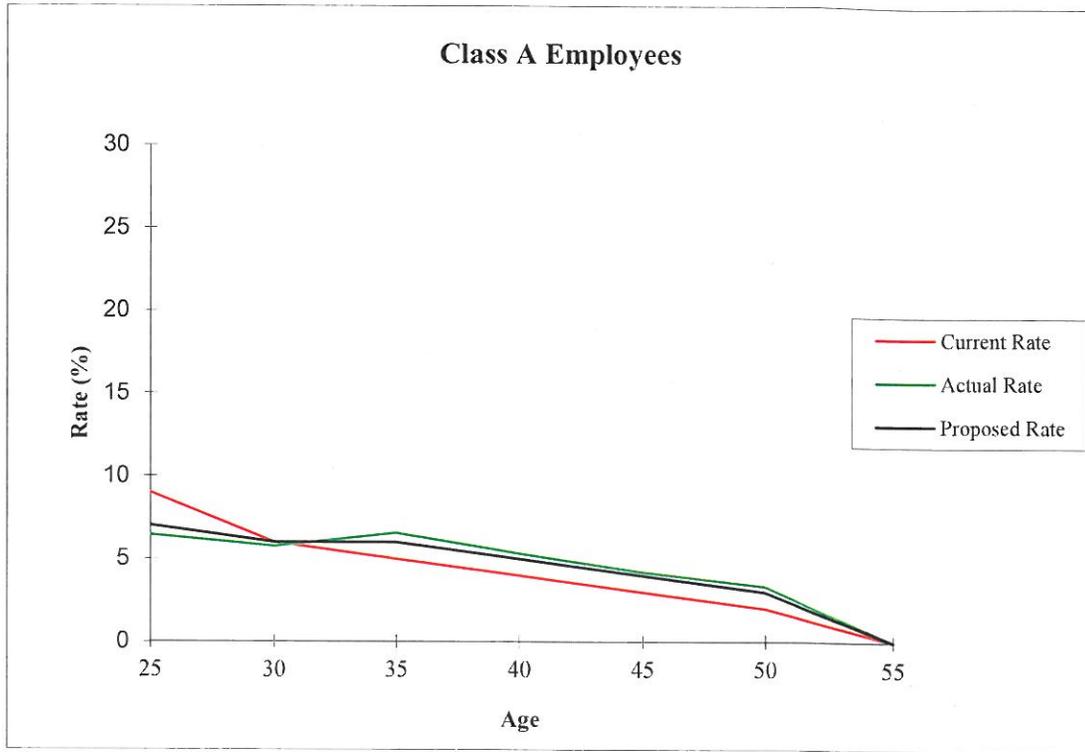
#### Disability and Death

The graphs that follow show the incidence of disability and active service mortality. The financial impact on the funding of the System of this experience is relatively minor. It should be noted that the low incidence of actual deaths and disabilities makes this experience susceptible to rather large fluctuations from year to year.

The current assumed rates of disability produced expected numbers of disabilities that are reasonably close to actual numbers, taking into consideration the small size of the decrement, and we do not recommend any change in the assumed disability rates at this time.

A review of the active service mortality experience indicates that the current assumption is forecasting somewhat smaller numbers of deaths among active participants than are actually observed. However, we also do not recommend any change in the assumed mortality rates at this time, as the number of both expected and actual deaths is rather small.

## Active Service Experience - Terminations July 1, 2007 through June 30, 2012



### Active Service Experience - Terminations July 1, 2007 through June 30, 2012 (continued)



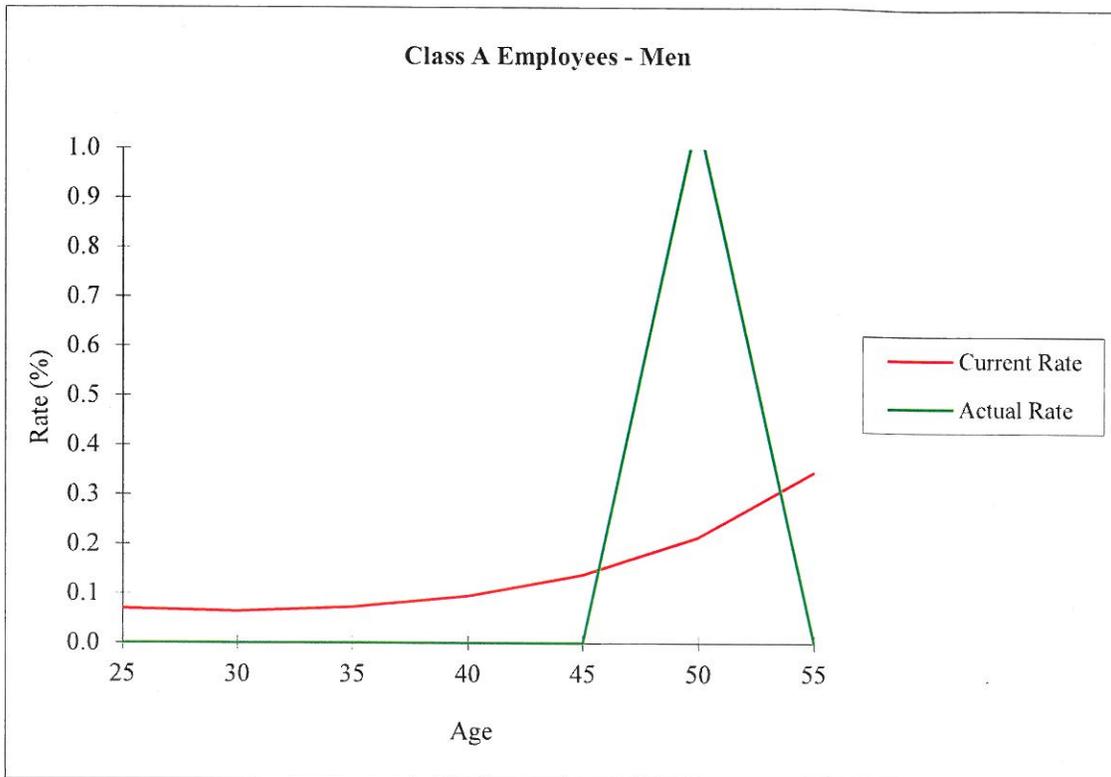
### Active Service Experience - Disability Retirements July 1, 2007 through June 30, 2012



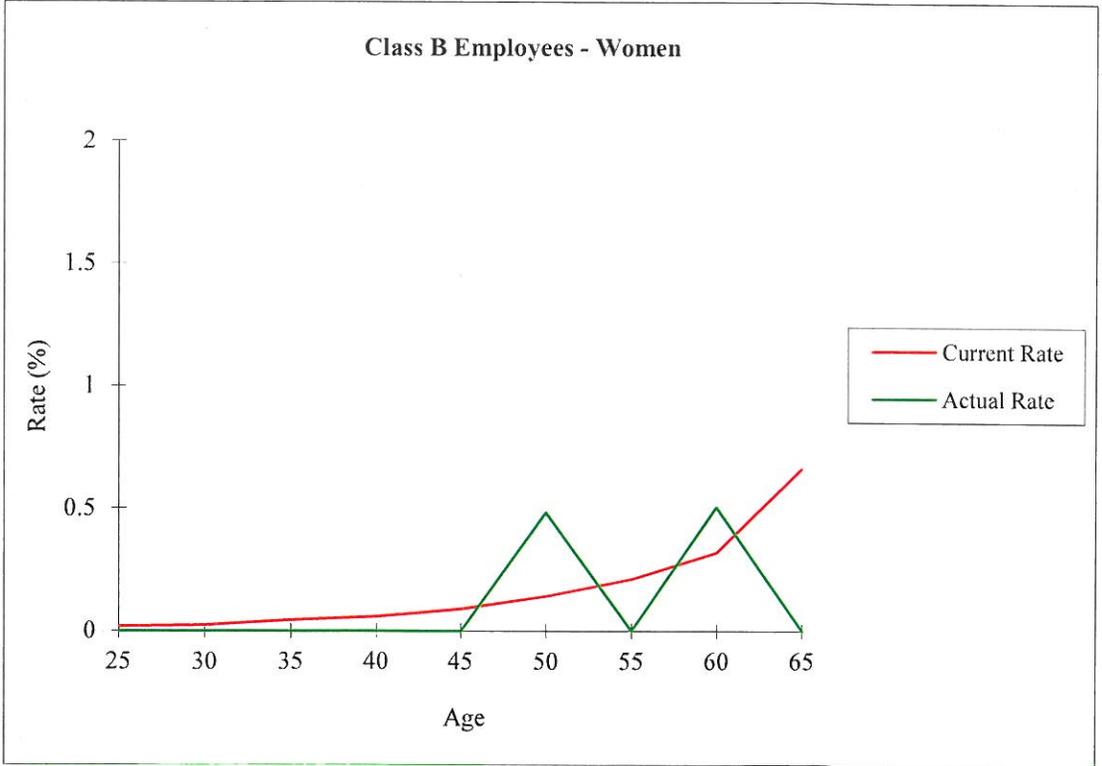
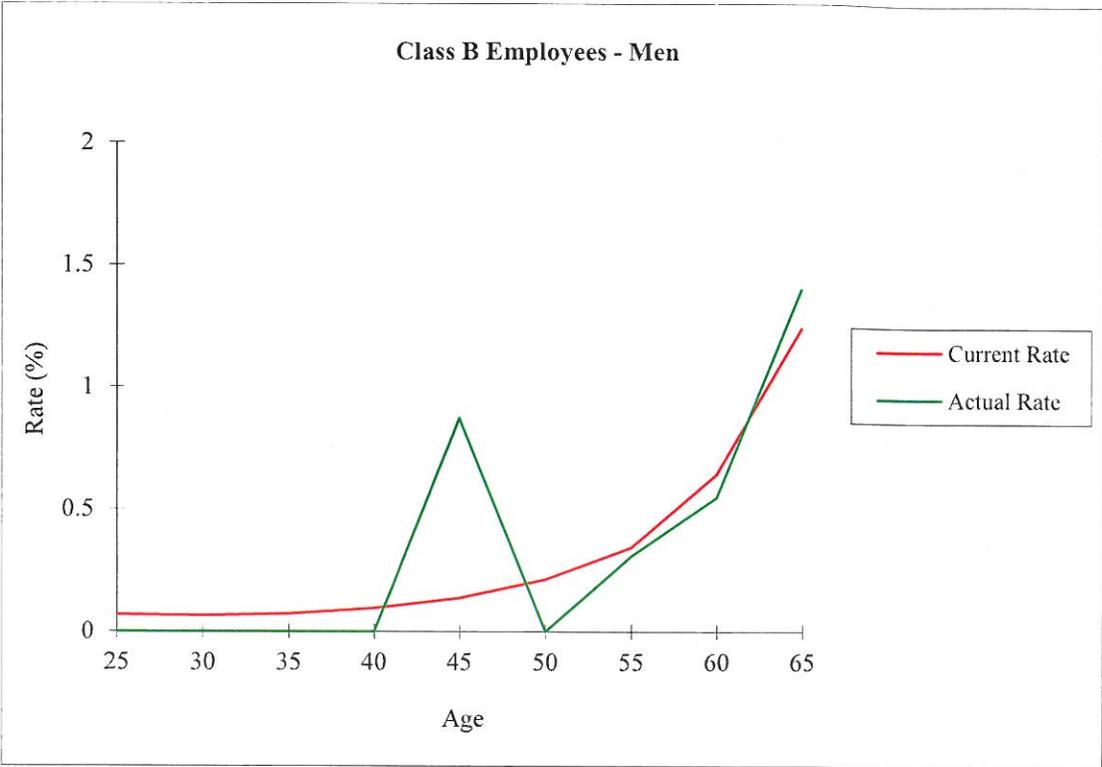
## Active Service Experience - Disability Retirements July 1, 2007 through June 30, 2012 (continued)



# Active Service Experience - Deaths July 1, 2007 through June 30, 2012



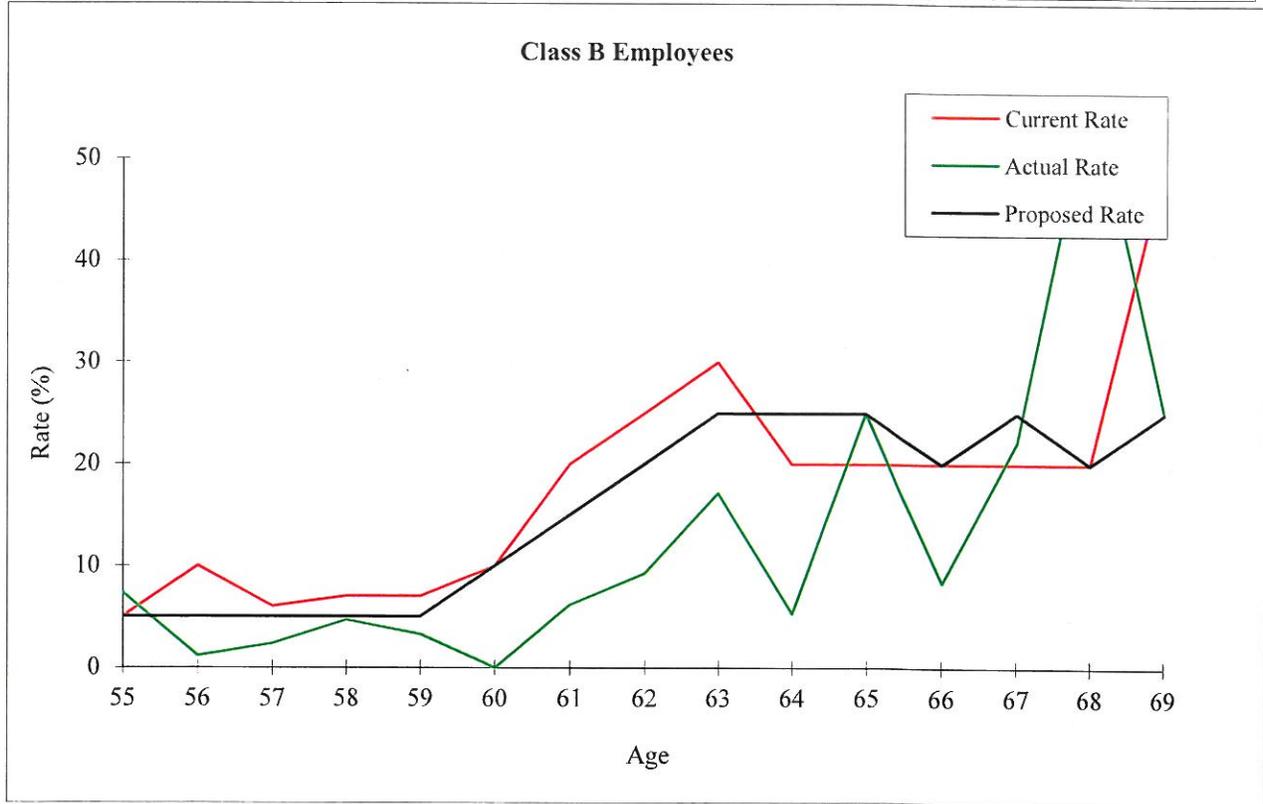
### Active Service Experience - Deaths July 1, 2007 through June 30, 2012 (continued)



Service Retirement

The graphs on the following page show that service retirements in were generally below expected levels throughout the experience review period. In interpreting this experience as a guide to what may happen in the future, it is important to consider the economic environment in which this experience arose. In the case of Class A, the small exposure and varied direction and magnitude of the deviations from the current assumption leads us to recommend that the assumption be retained for now. For Class B, we are recommending modest changes that are intended to modify the current assumption to partially reflect recent experience. Appendix II shows the current and proposed tables of service retirement probabilities.

## Active Service Experience - Service Retirements July 1, 2007 through June 30, 2012



### **III. POST-RETIREMENT MORTALITY RATES**

A review of the statistics with regard to post-retirement mortality for Class A and B retired members, which are summarized in Tables 8 and 9 of Appendix I, reveals that retired individuals in Class A are dying in smaller numbers than are predicted by the current assumption while those in Class B are dying in somewhat greater numbers than the current assumption predicts. However, guidance provided by the applicable Actuarial Standard of Practice, which has changed since the last experience study was performed for the System, indicates that in selecting this assumption consideration must be given to the extent to which longevity will improve among participants in future years.

Based on a review of the current experience of the System, and heeding the requirement of the Actuarial Standard of Practice, we recommend that the post-retirement mortality assumption be changed to the RP-2000 Combined Tables with projection of mortality improvements using Scale AA to the year 2017.

#### **IV. ECONOMIC ASSUMPTIONS**

Economic assumptions include:

- (a) rates of compensation increase,
- (b) investment income, and
- (c) post-retirement adjustment in benefits on account of inflation.

##### Inflation

The System provides annual cost-of-living adjustments (COLAs) for some participants. The basis for these adjustments is the annual change in the U.S. Consumer Price Index (CPI-U). COLAs are limited to 6% annually regardless of the magnitude of the change in the CPI.

A review of the CPI over the period covered by the study indicates that the inflation rate has averaged slightly below 2% annually since January 1, 2007.

Other economic data presently available (e.g., recent yields on inflation-indexed bonds) suggest that the financial markets anticipate a long-term average rate of inflation of 2.5% to 3.0%. Current economic assumptions used in the valuation of the system are based on an inflation rate of approximately 3% per year. We recommend that this assumption be retained.

Currently, we assume a 3% annual adjustment in pensions for those receiving full COLAs and a 1.5% annual adjustment in pensions for those receiving one-half COLAs. We recommend no changes in the assumed annual adjustment for COLAs.

Merit-Promotion Salary Increases

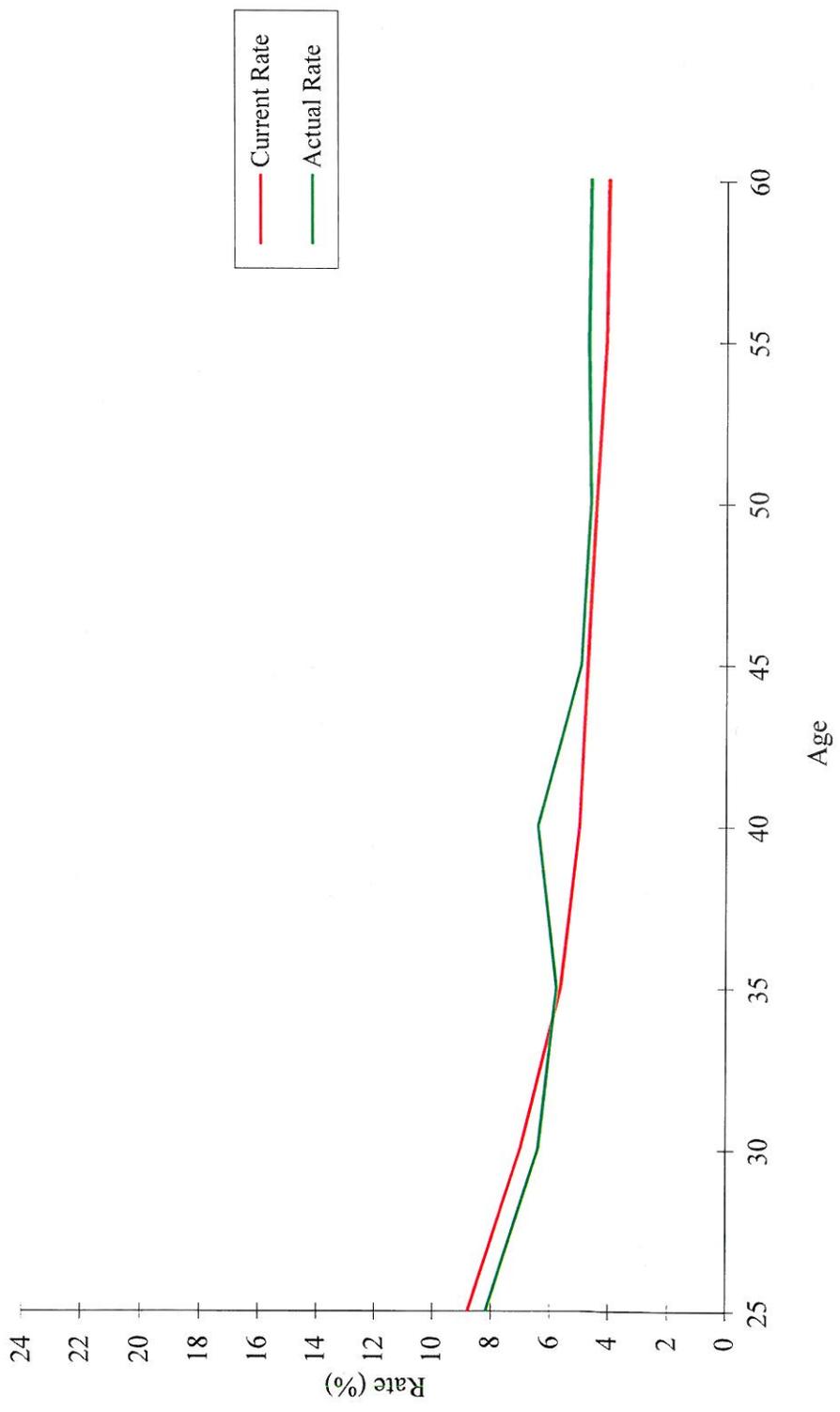
Currently a single compensation scale is used for both male and female members. The overall pattern of compensation increases appears to be generally consistent between males and females. The average annual pay increase produced by the current scale is as follows:

<b>Age</b>	<b>Average Annual Increase</b>
25	8.8%
35	5.6%
45	4.6%
55	4.0%

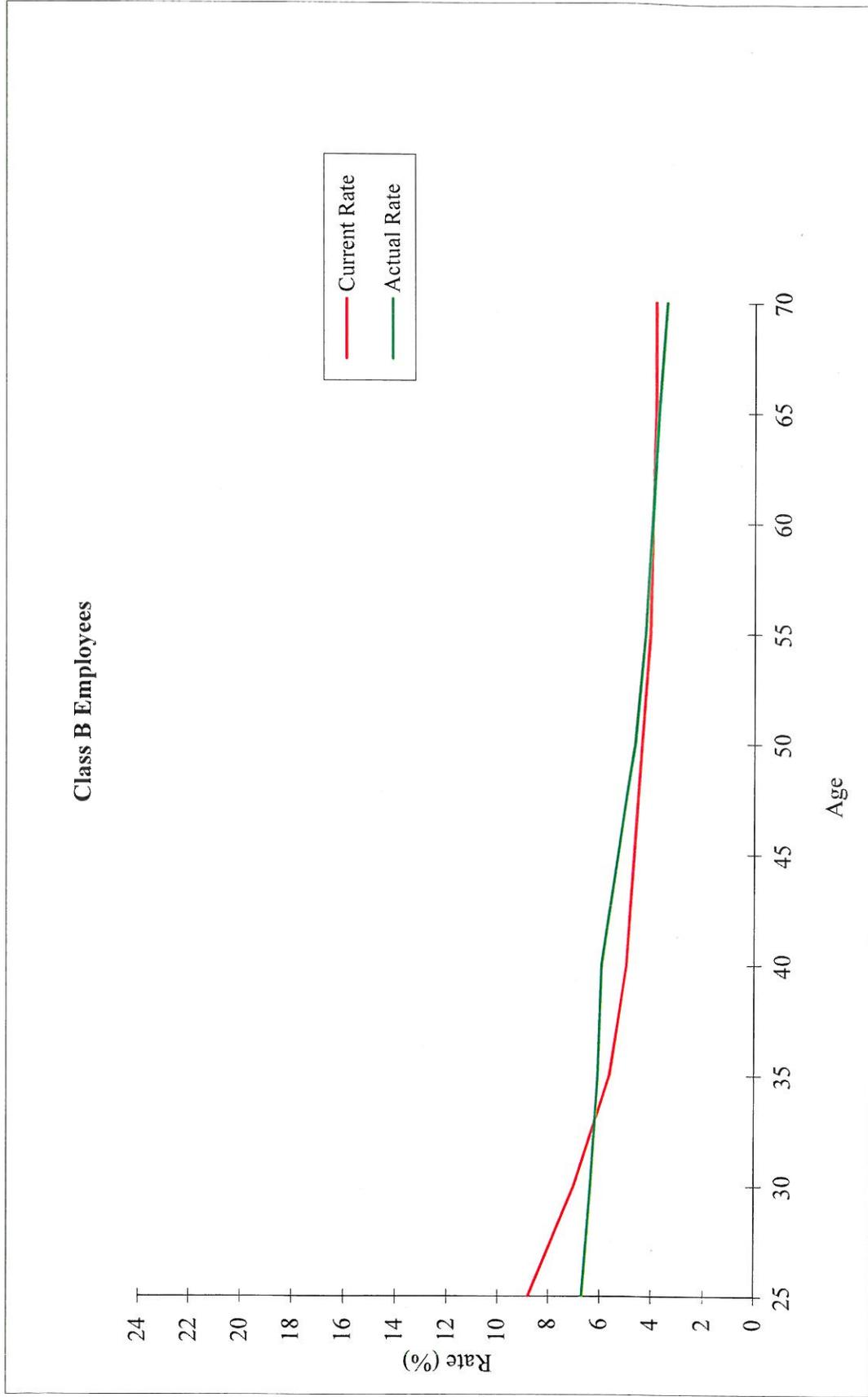
The graphs on page 18 and 19 set forth the levels of total compensation increase during the five-year period for Class A and B. These results include both merit-promotion increases and inflationary increases. Both the graphs and the summary of actual and expected salaries shown in Table 7 indicate that in the aggregate the current salary scale performs fairly well in predicting salaries of active members. We recommend that no changes be made to the salary increase assumptions at this time.

**Active Service Experience - Salary Experience**  
**July 1, 2007 through June 30, 2012**

**Class A Employees**



**Active Service Experience - Salary Experience  
July 1, 2007 through June 30, 2012 (continued)**



Interest Rate

The present interest assumption used in the funding of the System is 8.00% per year. At this writing, all but a comparatively small proportion of the System's assets are expected to be invested in accordance with the target allocation of the Vermont Pension Investment Committee (VPIC).

Using Buck's capital market-modeling tool, GEMS (described in more detail in Appendix IV), we have projected the return under the asset allocation policy presently in place over various time horizons:

	<u>10-Year</u>	<u>20-Year</u>	<u>30-Year</u>
Expected Return (Geometric)	6.59%	7.75%	8.44%

Given the appropriateness of focusing on long-term expectations of return in setting valuation assumptions, we recommend that the System retain its present investment return assumption of 8.00% until such time as a different investment policy is adopted.

**V. COST ANALYSIS AND CONCLUSIONS**

To assist the Board in selecting and approving the final package of valuation assumptions to be used prospectively from June 30, 2012, we have recalculated the results of the valuation of the System as of June 30, 2012, to reflect the potential impact of the recommended assumptions.

Based on the revised valuation, the normal contribution rate applicable to fiscal year 2014 would have increased in Class A from 8.84% to 8.97%. The normal contribution rate would have increased in Class B from 5.85% to 5.92%. The total contribution payable by the City to the System for fiscal year 2014 would have increased from \$8,357,370 to \$8,587,630. These results are summarized in Appendix III.

We look forward to discussing the results of this experience investigation with the Board prior to the preparation of the June 30, 2013, valuation of the System.

**APPENDIX I**

**ACTUAL AND EXPECTED EXPERIENCE**

**TABLE 1**  
**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**  
**FROM ACTIVE SERVICE**

**TERMINATIONS**

Central Age of Group	Class A			Class B		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Under 25	2	3.38	0.592	18	14.29	1.260
25-29	8	10.57	0.757	49	35.18	1.393
30-34	11	8.91	1.235	28	35.78	0.783
35-39	9	6.46	1.393	30	29.15	1.029
40-44	7	5.17	1.354	28	21.24	1.318
45-49	1	0.65	1.538	32	30.69	1.043
50-54	0	0.10	0.000	23	31.06	0.741
55 and over	0	0	0.000	19	10.12	1.877
<b>Total</b>	<b>38</b>	<b>35.24</b>	<b>1.078</b>	<b>227</b>	<b>207.51</b>	<b>1.094</b>

**TABLE 2**  
**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**  
**FROM ACTIVE SERVICE**  
**DISABILITY RETIREMENTS**  
**CLASS A**

Central Age of Group	Class A Employees - Men			Class A Employees - Women		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Under 25	0	0.06	0.000	0	0.01	0.000
25-29	0	0.28	0.000	0	0.06	0.000
30-34	0	0.49	0.000	0	0.05	0.000
35-39	0	0.67	0.000	0	0.04	0.000
40-44	0	0.94	0.000	0	0.07	0.000
45-49	1	0.84	1.190	0	0.07	0.000
50-54	0	0.60	0.000	0	0.08	0.000
55 and over	0	0	0.000	0	0.01	0.000
Total	1	3.88	0.258	0	0.38	0.000

**TABLE 3**  
**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**  
**FROM ACTIVE SERVICE**  
**DISABILITY RETIREMENTS**  
**CLASS B**

Central Age of Group	Class B Employees - Men			Class B Employees - Women		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Under 25	0	0.04	0.000	0	0.03	0.000
25-29	0	0.10	0.000	0	0.09	0.000
30-34	0	0.18	0.000	0	0.15	0.000
35-39	0	0.27	0.000	0	0.19	0.000
40-44	1	0.53	1.887	0	0.32	0.000
45-49	0	1.26	0.000	3	0.77	3.896
50-54	3	2.07	1.449	0	1.44	0.000
55 and over	8	9.26	0.864	5	4.78	1.046
<b>Total</b>	<b>12</b>	<b>13.71</b>	<b>0.875</b>	<b>8</b>	<b>7.77</b>	<b>1.030</b>

**TABLE 4**  
**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**  
**FROM ACTIVE SERVICE**

**DEATHS**  
**CLASS A**

Central Age of Group	Class A Employees - Men			Class A Employees - Women		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Under 25	0	0.00	0.000	0	0	0.000
25-29	0	0.08	0.000	0	0	0.000
30-34	0	0.10	0.000	0	0	0.000
35-39	0	0.13	0.000	0	0	0.000
40-44	0	0.18	0.000	0	0	0.000
45-49	1	0.15	6.667	0	0	0.000
50-54	0	0.10	0.000	0	0	0.000
55-59	0	0.05	0.000	0	0	0.000
60-64	0	0	0.000	0	0	0.000
65 and over	0	0	0.000	0	0	0.000
Total	1	0.79	1.266	0	0.00	0.000

**TABLE 5**  
**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**  
**FROM ACTIVE SERVICE**

**DEATHS**  
**CLASS B**

Central Age of Group	Class B Employees - Men		Class B Employees - Women			
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Under 25	0	0.02	0.000	0	0.00	0.000
25-29	0	0.06	0.000	0	0.00	0.000
30-34	0	0.10	0.000	0	0.04	0.000
35-39	0	0.14	0.000	0	0.05	0.000
40-44	2	0.25	8.000	0	0.09	0.000
45-49	0	0.56	0.000	1	0.24	4.167
50-54	1	0.85	1.176	0	0.39	0.000
55-59	2	1.63	1.227	1	0.50	2.000
60-64	3	1.69	1.775	0	0.41	0.000
65 and over	0	0.39	0.000	0	0.24	0.000
Total	8	5.69	1.406	2	1.96	1.020

**TABLE 6**  
**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**  
**FROM ACTIVE SERVICE**  
**SERVICE RETIREMENTS**

Central Age of Group	Class A			Class B		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Under 45				0	0	0.000
45				0	0	0.000
46				0	0	0.000
47				0	0	0.000
48				0	0	0.000
49				0	0	0.000
50				0	0	0.000
51				0	0	0.000
52				0	0	0.000
53				0	0	0.000
54				0	0	0.000
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66						
67						
68						
69						
70 and over						
Total	29	37.02	0.783	46	91.63	0.502

**TABLE 7**  
**COMPARISON OF ACTUAL AND EXPECTED**  
**ANNUAL SALARIES OF MEMBERS**

Central Age of Group	Class A Employees			Class B Employees		
	Annual Salaries		Ratio of Actual To Expected	Annual Salaries		Ratio of Actual To Expected
	Actual	Expected		Actual	Expected	
Under 25	1,291,287	1,300,888	0.993	1,780,244	1,819,533	0.978
25-29	6,278,650	6,384,027	0.983	6,422,523	6,540,731	0.982
30-34	8,333,362	8,384,154	0.994	10,438,752	10,478,421	0.996
35-39	9,043,720	8,952,270	1.010	11,540,010	11,476,920	1.005
40-44	10,368,666	10,361,966	1.001	16,083,971	16,070,285	1.001
45-49	5,499,620	5,498,739	1.000	25,802,850	25,812,208	1.000
50-54	2,323,065	2,315,730	1.003	27,167,118	27,225,102	0.998
55-59	737,233	733,885	1.005	27,999,289	28,021,596	0.999
60-64	681,726	682,030	1.000	14,964,185	15,031,002	0.996
65 and over	-	-	0.000	2,444,867	2,450,633	0.998
Total	44,557,329	44,613,689	0.999	144,643,809	144,926,431	0.998

**TABLE 8**  
**SUMMARY OF MORTALITY EXPERIENCE**  
**OF PENSIONERS**

**CLASS A**

Group	Class A Employees - Men			Class A Employees - Women			Total		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Service Retirees	7	7.84	0.893	0	0.00	0.000	7	7.84	0.893
Disability Retirees	2	2.58	0.775	0	0.00	0.000	2	2.58	0.775
Dependents of Deceased Members	0	0.00	0.000	0	0.90	0.000	0	0.00	0.000
Total	9	10.42	0.864	0	0.90	0.000	9	10.42	0.864

**TABLE 9**  
**SUMMARY OF MORTALITY EXPERIENCE**  
**OF PENSIONERS**

**CLASS B**

Group	Class B Employees - Men			Class B Employees - Women			Total		
	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected	Actual	Expected	Ratio of Actual To Expected
Service Retirees	31	21.30	1.455	10	10.89	0.918	41	32.19	1.274
Disability Retirees	2	6.15	0.325	3	0.97	3.093	5	7.12	0.702
Dependants of Deceased Members	0	0.74	0.000	13	5.18	2.510	13	5.92	2.196
Total	33	28.19	1.171	26	17.04	1.526	59	45.23	1.304

**APPENDIX II**

**RECOMMENDED ACTIVE SERVICE TABLES**

**TABLE 1**  
**COMPARISON OF CURRENT AND RECOMMENDED SEPARATIONS**  
**FROM ACTIVE SERVICE**

**TERMINATIONS**  
**CLASS A**

Central Age of Group	Class A Employees	
	Current	Recommended
25	9.00%	7.00%
26	8.40%	6.80%
27	7.80%	6.60%
28	7.20%	6.40%
29	6.60%	6.20%
30	6.00%	6.00%
31	5.80%	—
32	5.60%	—
33	5.40%	—
34	5.20%	—
35	5.00%	—
36	4.80%	5.80%
37	4.60%	5.60%
38	4.40%	5.40%
39	4.20%	5.20%
40	4.00%	5.00%
41	3.80%	4.80%
42	3.60%	4.60%
43	3.40%	4.40%
44	3.20%	4.20%
45	3.00%	4.00%
46	2.80%	3.80%
47	2.60%	3.60%
48	2.40%	3.40%
49	2.20%	3.20%
50	2.00%	3.00%
51	1.60%	2.40%
52	1.20%	1.80%
53	0.80%	1.20%
54	0.40%	0.60%
55	0.00%	0.00%

**TABLE 2**  
**COMPARISON OF CURRENT AND RECOMMENDED SEPARATIONS**  
**FROM ACTIVE SERVICE**  
**TERMINATIONS WITH LESS THAN 3 YEARS**  
**CLASS B**

Central Age of Group	Class B Employees - Service less than 3 years	
	Service between 0 and 3 years	
	Current	Recommended
25	25.00%	27.50%
26	24.00%	26.40%
27	23.00%	25.30%
28	22.00%	24.20%
29	21.00%	23.10%
30	20.00%	22.00%
31	20.00%	22.00%
32	20.00%	22.00%
33	20.00%	22.00%
34	20.00%	22.00%
35	20.00%	22.00%
36	19.00%	20.90%
37	18.00%	19.80%
38	17.00%	18.70%
39	16.00%	17.60%
40	15.00%	16.50%
41	15.00%	16.50%
42	15.00%	16.50%
43	15.00%	16.50%
44	15.00%	16.50%
45	15.00%	16.50%
46	15.00%	16.50%
47	15.00%	16.50%
48	15.00%	16.50%
49	15.00%	16.50%

**TABLE 2**  
**COMPARISON OF CURRENT AND RECOMMENDED SEPARATIONS**  
**FROM ACTIVE SERVICE**  
**TERMINATIONS WITH LESS THAN 3 YEARS**  
**CLASS B (continued)**

Central Age of Group	Class B Employees - Service less than 3 years	
	Service between 0 and 3 years	
	Current	Recommended
50	25.00%	16.50%
51	24.00%	16.50%
52	23.00%	16.50%
53	22.00%	16.50%
54	21.00%	16.50%
55	20.00%	16.50%
56	20.00%	16.50%
57	20.00%	16.50%
58	20.00%	16.50%
59	20.00%	16.50%
60	20.00%	16.50%
61	19.00%	16.50%
62	18.00%	16.50%
63	17.00%	16.50%
64	16.00%	16.50%
65	15.00%	16.50%
66	15.00%	16.50%
67	15.00%	16.50%
68	15.00%	16.50%
69	15.00%	16.50%
70	15.00%	16.50%

TABLE 3

**COMPARISON OF CURRENT AND RECOMMENDED SEPARATIONS  
FROM ACTIVE SERVICE**

**SERVICE RETIREMENTS**

Central Age of Group	Class B Employees	
	Current	Recommended
55	5.00%	5.00%
56	10.00%	5.00%
57	6.00%	5.00%
58	7.00%	5.00%
59	7.00%	5.00%
60	10.00%	10.00%
61	20.00%	15.00%
62	25.00%	20.00%
63	30.00%	25.00%
64	20.00%	25.00%
65	20.00%	25.00%
66	20.00%	20.00%
67	20.00%	25.00%
68	20.00%	20.00%
69	50.00%	25.00%
70	100.00%	100.00%

**APPENDIX III**

**COMPARATIVE VALUATION RESULTS**

**RESULTS FOR THE ACTUARIAL VALUATION  
PREPARED AS OF JUNE 30, 2012, ON  
CURRENT AND RECOMMENDED ASSUMPTIONS**

Item	Current Assumptions	Recommended Assumptions
1. Accrued Liabilities:		
Active and Members	\$ 90,404,576	\$ 91,311,140
Retired Members, Beneficiaries and Members Entitled to Deferred Vested Benefits	<u>106,041,405</u>	<u>107,139,233</u>
Total	\$ 196,445,981	\$ 198,450,373
2. Assets	137,838,546	137,838,546
3. Unfunded Past Service Cost	\$ 58,607,435	\$ 60,611,827
4. Past Service Contribution	\$ 5,437,938	\$ 5,630,227
5. Normal Contribution	<u>2,919,432</u>	<u>2,957,403</u>
6. Total Contribution = (4) + (5)	\$ 8,357,370	\$ 8,587,630

**APPENDIX IV**

**ABOUT GEMS**

**ABOUT GEMS GENERAL ECONOMY AND MARKET SIMULATOR**

GEMS<sup>®</sup> is a cutting-edge Economic Scenario Generator (ESG) that enables users to simulate future states of the global economy and financial markets, including the pricing of derivatives and alternative assets. It uses financial models that are the most technologically advanced in the industry, ensuring that models perform consistently with history, provide a realistic representation of extreme events and support hedging strategies with market consistent pricing. GEMS includes comprehensive yield curve modeling and a multifactor arbitrage pricing model that develops asset-class return series based on asset-class relationships to underlying economic and capital market variables such as GDP, inflation, interest rates, credit spreads, and unemployment. The model is calibrated to current market conditions and trends the economic variables to longer-term historical norms – simulating a variety of economic environments and concomitant asset-class returns in the process.

Some of the other distinguishing features of GEMS are:

1. Many asset-class return distributions are non-normal even though many models historically have treated them as such. Asset classes exhibit non-normal return distribution characteristics such as skew and kurtosis. GEMS is more effective at capturing these characteristics. In doing so, it more effectively captures outlier fat-tail events (leptokurtosis) and positive or negative skew in a manner that more closely resembles what actually occurs.
2. Asset-class returns are linked to underlying economic conditions in the model so the user can relate a specific asset-class or portfolio return path to conditions that can be described in terms of economic variables.
3. Because GEMS is calibrated to current levels of economic activity and trends to a longer-term state of equilibrium, shorter-term asset returns forecasts in GEMS are more reflective

of recent market activity and short-term characteristics and trends in economic and market variables, and longer-term returns reflect asset performance over complete market cycles.

4. There is empirical evidence that asset correlations are dynamic and move closer to unity when markets are volatile and under stress. GEMS models asset correlations dynamically.



2013 2014  
May 1, 2012 ---- April 30, 2013

Fee \$25.00

CITY OF BURLINGTON  
**SPECIAL EVENT**  
ENTERTAINMENT PERMIT APPLICATION

2.05  
CC

Indoor

Outdoor

PART I  
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name Spielplatz Cabaret, Inc.
2. D/B/A (Business Name) Spielplatz Cabaret Bus. Phone 802.363.5544
4. Business Address 78 Rose St. #6, Burlington, VT 05401
5. Mailing Address 2095 Kinsley Rd. Jeffersonville, VT 05464
6. Contact person Jessie Owens 7. Contact Phone 802.363.5544
8. Email contact address jessie@spielplatzcabaret.org

RECEIVED  
MAY 10 11:54 AM  
CITY OF BURLINGTON  
PLANNING DEPARTMENT

PART II  
OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event May 23, 24, 25 2013
4. Proposed Hours for this Special Event 7pm - 11pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way  
Contra's Auditorium at City Hall

For this Proposed location please answer the following questions:

- a) Occupancy Load \_\_\_\_\_ b) # of Restrooms \_\_\_\_\_ c) # of Egresses \_\_\_\_\_
- d) Date of last Fire/Safety Check \_\_\_\_\_ e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III  
DESCRIPTION OF ENTERTAINMENT**

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

Description Spielplatz Cabaret is a dance and theater troupe  
We will be giving a 2 hour performance with an intermission.  
We will be offering a cash bar, catered by A Single Pebble

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

RECEIVED  
2013 MAY -6 A 11:54  
REGISTRATION CLERK  
PERMITS OFFICE

DATE SIGNED: 04/29/13

SIGNATURE OF APPLICANT J Owens

PRINT NAME: Jessie Owens

RELATIONSHIP TO BUSINESS Producer/Art Director

OFFICE USE ONLY pdchk # 976 5/4/13 (3 week cycle)  
Fee Paid \$ 75.00 Date: \_\_\_\_\_ Fee Returned \$ \_\_\_\_\_ Date: \_\_\_\_\_

At their meeting of 5/7/13, the Burlington City Council License Committee recommended  
Approval  Denial \_\_\_\_\_

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

## Lori Olberg

---

**From:** Schirling, Michael E. <mschirling@bpdvt.org>  
**Sent:** Friday, May 03, 2013 9:28 AM  
**To:** Miro Weinberger; Police Commission; Matt Young; Thomas Donovan  
**Cc:** Lori Olberg; Mike Kanarick; Carina Driscoll  
**Subject:** Summer Strategy (Memo attached)  
**Attachments:** Summer & Downtown Strategy Comprehensive Memo & Conditions Request 5-1-13.pdf

**Importance:** High

Folks,

You are each copied on the attached memo. It outlines some of our core strategies. Just FYI as we enter the summer season. It was disseminated to all BPD staff this morning.

Lori – Could you put it in the Council packet at your convenience?

Thanks much!

---

**From:** <Schirling>, Michael Schirling <[mschirling@bpdvt.org](mailto:mschirling@bpdvt.org)>  
**Date:** Friday, May 3, 2013 9:16 AM  
**To:** BPD Employees <[BPDEmployees@bpdvt.org](mailto:BPDEmployees@bpdvt.org)>  
**Subject:** Summer Strategy (Memo attached)

Folks,

As we begin the summer tour for 2013 we face a host of challenges. Attached is a comprehensive strategy memo that outlines the goals and objectives and the strategies that each team is expected to deploy daily to achieve a safe, healthy, and vibrant summer season. Each of the strategies outlined has been shown to be effective both through our experiences over the last four years and by other agencies around the nation as targeted activities and enforcement has a great effect on the overall level of crime and disorder. Your work over the last few years has done much to keep the City, its residents, businesses, and visitors safe. This outline serves as a starting point for our future efforts to keep up the pressure on significant bad actors and to prevent as much disorder as possible in an effort to reduce the amount of complex work we have to do daily.

Have a safe summer season and thank you each for all of your ongoing work!

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## BURLINGTON POLICE DEPARTMENT

1 North Avenue  
Burlington, Vermont 05401

Michael E. Schirling  
Chief of Police

Phone (802) 658-2704  
Fax (802) 865-7579  
TTY/TDD (802) 658-2700

To: All Sworn Personnel  
From: Michael E. Schirling, Chief of Police  
Re: Citywide Summer Strategies  
Downtown Patrol and Enforcement  
CC: Mayor Miro Weinberger, City Council, Police Commission, Marketplace  
Director Ron Redmond, State's Attorney TJ Donovan, Street Outreach  
Team Supervisor Matt Young  
Date: May 3, 2013  
Memorandum #: 2013- 16

As we enter the spring season we plan to re-deploy a multi-faceted strategy, developed and implemented over the past four years, to ensure robust presence and enforcement in key areas of the City including the inner city district (particularly the Church Street Marketplace and City Hall Park) and key areas of the Old North End, among others. These efforts have been developed to compliment other crime and disorder reduction efforts being deployed including, but not limited to, crime prevention by environmental design initiatives, city ordinance enhancements, and efforts to foster productive activities and events to eliminate or displace disorder.

Our *patrol* strategy – **to be deployed by supervisors on a daily basis** - will include a variety of resources, utilized in differing ways to achieve comprehensive coverage. They include but are not limited to:

1. Assignment of full time Marketplace and City Hall Park officers.
2. Daily assignment of shift officers from day, swing, and evening shifts to foot patrols – specifically targeting the Old North End and Inner City District.
3. Assignment of Street Crimes Unit officers to drug interdiction efforts and targeted patrols in key areas of the City.
4. Use of plain clothes personnel to conduct targeted operations.
5. Use of Detectives to conduct unannounced saturation patrols and sweeps for wanted persons, conditions and trespass violations, and other violations on a periodic basis.
6. Assignment of School Resource Officers (SROs) to the Marketplace, City Hall Park, high traffic corridors of the Old North End, Roosevelt Park, and other areas frequented by youth.
7. Assignment of other personnel to the Marketplace, City Hall Park, and Old North End

during peak times of use.

8. Regular assignment of Beach & Parks patrols to the Marketplace and key Parks. For 2013, as with 2011 and 2012, we will be expanding the number of Beach and Parks Patrol personnel assigned specifically to the inner-City District.
9. Use of targeted overtime patrols and assignments as needed.
10. Use of specific requests for conditions of release for repeat offenders in the Inner City District.
11. Effective May 3, 2013 the Community Service Officers are directed to spend any time not assigned to calls or case follow-up in areas of high visibility including the Marketplace and City Hall Park.
12. Traffic calming and drug interdiction by ALL uniformed officers conducting traffic enforcement, with extra emphasis on high traffic corridors daily.
13. Parking enforcement citywide by ALL officers targeting prohibited areas daily.

In an effort to ensure that we are setting clear and reasonable standards for conduct in our inner-city business district as warm weather and notable increases in call volumes occur, we will be continuing following the *enforcement strategies* as follows:

1. For all cases rising to the level of a felony or for which ANY exception to Rule 3 exists, the defendant shall be arraigned or lodged. For any case in which lodging is not possible, a flash citation shall be used. *Overtime is authorized* to complete investigations and case paperwork. We will be exploring administrative support to assist officers in completing paperwork from inner City/downtown arrests swiftly to enable them to quickly return to the street.
2. Trespass Warning shall be issued for all incidents occurring in the Library, City Hall Park, and on the Marketplace for which a Trespass Warning is permitted by ordinance. Each trespass warning MUST be accompanied by a citation or municipal ticket with a strong preference for a citation unless mitigating circumstances exist.
3. A cover sheet with specific requests related to conditions of release has been developed for use. This cover sheet is available in the BPD Forms Directory and is titled "Inner-City District Arrest Pre-trial Conditions Request." It *shall* be attached to every Court case originating on the Marketplace and in the inner-City District.
4. This cover sheet makes specific reference to information about the defendant's history of criminal, disorderly, or problematic behavior in the downtown. A list of all contacts with the Defendant that fit this description *shall* be embedded directly into the affidavit.

Finally, we continue to believe that non-enforcement tools are critical to setting the tone and standard of conduct in the City, specifically the Inner City District. Toward that end we are continuing efforts to:

- Set clear standards of conduct through ordinances and associated signage.
- Train downtown employees to successfully intervene in low-level disorder.
- Create meaningful ways to discourage poor behavior, such as charity drop boxes and other initiatives.
- Continue use of the Universal Trespass program.
- Continue partnership with the Street Outreach Team and use of the Street Outreach Interventionist.
- Continue use of Crime Prevention through Environmental Design



**BURLINGTON POLICE DEPARTMENT**  
1 North Avenue  
Burlington, Vermont 05401

Michael E. Schirling  
Chief of Police

Phone (802) 658-2704  
Fax (802) 865-7579

**CONDITIONS REQUEST - DOWNTOWN DISTRICT**

To: Office of the Chittenden County State's Attorney  
Honorable Chittenden Superior Court – Criminal Division  
From: Michael E. Schirling, Chief of Police  
Re: Request for Pre-Trial Conditions of Release and Sentencing Considerations  
Date: May 3, 2013 – **Standing Request**

On \_\_\_\_\_, a \_\_\_\_\_ was arrested for the crime(s) of \_\_\_\_\_ for exhibiting disorderly, violent, or aggressive behavior in the Inner-City Fire District (the primary business and social district) of City of Burlington.

It is the position of the City of Burlington through the Burlington Police Department that such behavior is a serious quality of life issue for residents, businesses, and visitors as it creates an atmosphere of fear and unease. Complaints regarding disorderly and tumultuous behavior in the downtown have increased each year for the past three years. The downtown district is designed to offer a safe and enjoyable opportunity to engage in shopping, dining, and cultural activities. The vitality of the downtown district is critical to the well being of the City of Burlington, its residents, and businesses.

( ) The Defendant's behavior is not an isolated incident. Included in the affidavit is a list of incidents in which the Defendant has had notable negative contact with the Burlington Police in Inner-City Fire District in the prior 12 months.

---

We respectfully request the following pre-trial Condition of Release be imposed on the Defendant in the event that the Court finds probable cause:

→Defendant shall not, at any time except for brief travel to and from Court appearances, be in the Inner-City Fire District of the City of Burlington – the boundaries of which are Battery Street, Pearl Street, South Winooski Avenue, and Maple Street.



OFFICE OF THE CLERK AND TREASURER  
149 CHURCH STREET  
BURLINGTON, VT 05401

802-865-7131 TTY 802-865-7142

2013-2014 License Application  
Entertainment Permit - Indoor

Corporation/Sole Proprietor Name: AUGUSTA, INC.

D/B/A (Business Name): FINNIGAN'S PUB

Business Location: 205 COLLEGE ST

PERMIT CONDITIONS

Dancing: No Change: \_\_\_\_\_

Amplified Music: ~~No~~ Change: \_\_\_\_\_

yes

NO DANCING

Weekly trivia contest for prizes.

*\*recommended for approval @ 5/7/13 lc mtg solo*

ENTERTAINMENT HOURS AND TYPES

WEEKDAY	HOURS	DESCRIPTION OF ENTERTAINMENT	REQUESTED CHANGES
Sunday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____
Monday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____
Tuesday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____
Wednesday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____
Thursday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____
Friday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____
Saturday	4:00 PM - 1:00 AM	Disc Jockey, Jukebox, Live Instrumental Music	_____

SIGNATURES

By signing below, I acknowledge receipt of all standard and special entertainment permit conditions including the City's food policy and crowd control protocol. I certify that I have read, understand and agree to be bound by said conditions and policies. I also understand that any changes in days, hours or types of entertainment require prior approval of City Council.

Signature of Applicant

*[Handwritten Signature]*  
\_\_\_\_\_  
Terene Siskin

Date

*1/8/13*  
*2/8/13*  
*pd check # 4010*  
*\$390.00*  
*jo*



585 Pine Street • Burlington, VT 05401-4891  
802/658-0300 • 802/865-7386 (TTY/Voice) • Fax: 802/865-7400

## BOARD OF ELECTRIC COMMISSIONERS

SPENCER NEWMAN, CHAIR  
SCOTT MOODY, VICE-CHAIR  
ROBERT HERENDEEN  
JEAN O'SULLIVAN  
MARK STEPHENSON

RECEIVED  
MAY 10 P 2:33  
BURLINGTON CLERK  
& TREASURER'S OFFICE

**TO:** Burlington City Council

**FROM:** Laura Babcock, Clerk  
Board of Electric Commissioners

**DATE:** May 9, 2013

**SUBJECT:** *ELECTRIC COMMISSION ATTENDANCE RECORD*

I am including the attendance record for the members of the Board of Electric Commissioners for meetings during the last six months. This submission is to comply with the City Council Resolution regarding same, dated December 7, 1992 and revised on April 14, 1997.

The Commission members on average attended 97.14% of regular meetings and 97.14% overall. There were no special meetings during this time period.

/lab

cc: Mayor Miro Weinberger  
Lori Olberg, Clerk/Treasurer's Office  
Board of Electric Commissioners





## Office of Mayor Miro Weinberger

### MEMORANDUM

**To:** City Councilors  
**From:** Mayor Miro Weinberger  
**Date:** May 6, 2013  
**Re:** Appointments to Advisory Committee on Accessibility

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I respectfully submit for your consideration and approval the following appointments to the Advisory Committee on Accessibility as requested in the resolution passed April 15, 2013 entitled "Burlington City Accessibility Strategy and Plan Implementation."

New Community Members:

Sheryl Bellman – Crisis Services Director, Howard Center  
Jen Francis – Burlington Parks & Recreation Department  
Mike Irish – Facilities Department, Burlington School District  
Elaine Zimmerman – AARP, Vermont

The following individuals have agreed to continue to serve on the Advisory Committee on Accessibility:

Returning Community Members:

Ardelle Cabre  
Ralph Montefusco  
Russ Scully  
Patrick Standen  
Bradley Stephenson  
Shelly Waterman  
Michael Watson

Returning City Staff Members:

Ned Holt – Building Inspector, Department of Public Works  
Ron Redmond – Director of the Church Street Marketplace  
Paul Sisson – Interim CAO and City's Title I Coordinator

In addition to the staff members listed as appointed to the committee, Public Engagement Specialist Kesha Ram will continue to serve as staff support for the Committee.

I look forward to working with the City Council, the Advisory Committee on Accessibility, and others to continue these important efforts in making our City and its programs and services more accessible for all residents, employees, and visitors.

Thank you for your consideration.

Warmly,

Miro



## OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

May 14, 2013

To: City Council

From: Paul Sisson, Interim CAO

Re: Budget Adjustment Reports

Ladies and Gentlemen – On March 11, 2013, the City Council passed a resolution delegating authority for budget-neutral adjustments up to and including \$25,000 to the Mayor and myself. The Council resolution requires monthly reporting of all budget adjustments processed.

Attached please find the New World Budget Amendments reports for March and April 2013. In the description column of each report, you can tell whether the budget amendment was authorized by the CAO, the Mayor or the Council. If Council approved, the description references the resolution number and date.

If you have any questions regarding the attached, please don't hesitate to contact me at 233-0246.

A handwritten signature in blue ink, appearing to read "Paul Sisson".

LIVE City of Burlington, VT LIVE  
**Budget Amendments Report**  
 From Date: 3/1/2013 - To Date: 3/31/2013

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 101 General Fund						
Department: 02 Mayor's Office						
Division: 000 Admin						
5000_115 - Salaries and Wages Seasonal/Temporary	03/24/2013	2013-00006261	CAO Authorized - Mayor's Office Requested			
				\$3,000.00	\$0.00	\$2,000.00
				\$3,000.00	\$0.00	\$5,000.00
Amended Balance as of: 3/31/2013						\$2,000.00
5000_115 - Salaries and Wages Seasonal/Temporary	03/24/2013	2013-00006261	CAO Authorized - Mayor's Office Requested			
				\$0.00	\$3,000.00	(\$25.00)
				\$0.00	\$3,000.00	(\$25.00)
Amended Balance as of: 3/31/2013						\$2,975.00
6500_142 - Professional and Consultant Services Marketing and Promotion	03/24/2013	2013-00006261	CAO Authorized - Mayor's Office Requested			
				\$3,000.00	\$0.00	\$3,000.00
				\$3,000.00	\$0.00	\$3,000.00
Division: 000 Admin Totals:						
Department: 02 Mayor's Office Totals:						
Department: 15 Fire						
Division: 044 Grants						
4875_135 - Grant State Capital	03/24/2013	2013-00006267	Resolution 4.08 - BFD			
				\$16,700.00	\$0.00	\$54,766.00
				\$16,700.00	\$0.00	\$71,466.00
Amended Balance as of: 3/31/2013						\$71,466.00
6030 - Vehicles and Trucks	03/24/2013	2013-00006267	Resolution 4.08 - BFD			
				\$12,500.00	\$0.00	\$12,500.00
				\$12,500.00	\$0.00	\$12,500.00
Amended Balance as of: 3/31/2013						\$0.00
6208 - Special Supplies	03/24/2013	2013-00006267	Resolution 4.08 - BFD			
				\$4,200.00	\$0.00	\$4,200.00
				\$4,200.00	\$0.00	\$4,200.00
Amended Balance as of: 3/31/2013						\$0.00
Division: 044 Grants Totals:						
Department: 15 Fire Totals:						
Department: 17 Police						
Division: 044 Grants						
4875_135 - Grant State Capital	03/24/2013	2013-00006271	Resolution 7.02 - BPD			
				\$22,075.00	\$0.00	\$75,920.00
				\$22,075.00	\$0.00	\$97,995.00
Amended Balance as of: 3/31/2013						\$97,995.00
6211 - Specialized Equipment	03/24/2013	2013-00006271	Resolution 7.02 - BPD			
				\$22,075.00	\$0.00	\$29,727.00
				\$22,075.00	\$0.00	\$51,802.00
Amended Balance as of: 3/31/2013						\$51,802.00
Division: 044 Grants Totals:						
Division: 050 Police Uniform Services						
4950 - Donations	03/24/2013	2013-00006264	Resolution 3.08 - BPD			
				\$5,400.00	\$0.00	\$0.00
				\$5,400.00	\$0.00	\$5,400.00
Amended Balance as of: 3/31/2013						\$0.00

5000_100 - Salaries and Wages Regular, Full Time					\$5,400.00	\$0.00	\$5,400.00
03/24/2013	2013-00006268	Resolution 3.27 - BPD			\$0.00	\$430,500.00	\$6,236,668.00
03/24/2013	2013-00006274	Resolution 3.02 - BPD			\$0.00	\$24,460.00	\$5,806,168.00
					\$0.00	\$454,960.00	\$5,781,708.00
Amended Balance as of: 3/31/2013							\$5,781,708.00
5000_105 - Salaries and Wages Limited Service					\$10,000.00	\$0.00	\$10,000.00
03/24/2013	2013-00006268	Resolution 3.27 - BPD			\$19,400.00	\$0.00	\$29,400.00
					\$19,400.00	\$0.00	\$29,400.00
Amended Balance as of: 3/31/2013							\$29,400.00
5000_115 - Salaries and Wages Seasonal/Temporary					\$47,000.00	\$0.00	\$47,000.00
03/24/2013	2013-00006268	Resolution 3.27 - BPD			\$107,700.00	\$0.00	\$154,700.00
					\$107,700.00	\$0.00	\$154,700.00
Amended Balance as of: 3/31/2013							\$154,700.00
5100 - Overtime					\$109,350.00	\$0.00	\$109,350.00
03/24/2013	2013-00006268	Resolution 3.27 - BPD			\$298,400.00	\$0.00	\$407,750.00
					\$298,400.00	\$0.00	\$407,750.00
Amended Balance as of: 3/31/2013							\$407,750.00
6200 - Medical Fees And Supplies					\$12,100.00	\$0.00	\$12,100.00
03/24/2013	2013-00006264	Resolution 3.08 - BPD			\$5,400.00	\$0.00	\$17,500.00
03/24/2013	2013-00006268	Resolution 3.27 - BPD			\$5,000.00	\$0.00	\$22,500.00
					\$10,400.00	\$0.00	\$22,500.00
Amended Balance as of: 3/31/2013							\$22,500.00
7200_115 - Rent/Lease Equipment					\$152,710.00	\$0.00	\$152,710.00
03/24/2013	2013-00006274	Resolution 3.02 - BPD			\$24,460.00	\$0.00	\$177,170.00
					\$24,460.00	\$0.00	\$177,170.00
Amended Balance as of: 3/31/2013							\$177,170.00
Division: 050 Police Uniform Services Totals:							
Department: 17 Police Totals:							
Department: 21 Fletcher Free Library							
Division: 060 General Services							
4875_110 - Grant General Government Operating					\$7,500.00	\$0.00	\$7,500.00
03/24/2013	2013-00006269	Resolution 3.07 - FFL			\$3,000.00	\$0.00	\$10,500.00
					\$3,000.00	\$0.00	\$10,500.00
Amended Balance as of: 3/31/2013							\$10,500.00
4950 - Donations					\$31,300.00	\$0.00	\$31,300.00
03/24/2013	2013-00006270	Resolution 3.06 - FFL			\$4,000.00	\$0.00	\$35,300.00
					\$4,000.00	\$0.00	\$35,300.00
Amended Balance as of: 3/31/2013							\$35,300.00
6010 - Computer Equipment					\$500.00	\$0.00	\$500.00
03/24/2013	2013-00006269	Resolution 3.07 - FFL			\$3,000.00	\$0.00	\$3,500.00
					\$3,000.00	\$0.00	\$3,500.00
Amended Balance as of: 3/31/2013							\$3,500.00
6202 - Printing/Copying/Paper Mgt					\$3,350.00	\$0.00	\$3,350.00
03/24/2013	2013-00006270	Resolution 3.06 - FFL			\$522.00	\$0.00	\$3,872.00
					\$522.00	\$0.00	\$3,872.00
Amended Balance as of: 3/31/2013							\$3,872.00

6208 - Special Supplies	03/24/2013	2013-00006270	Resolution 3.06 - FFL	\$418.00	\$0.00	\$7,418.00
				\$418.00	\$0.00	\$7,418.00
Amended Balance as of: 3/31/2013 \$7,000.00						
6500_117 - Professional and Consultant Services Instructors and Lecturers	03/24/2013	2013-00006270	Resolution 3.06 - FFL	\$2,582.00	\$0.00	\$6,682.00
				\$2,582.00	\$0.00	\$6,682.00
Amended Balance as of: 3/31/2013 \$4,100.00						
6700_110 - Travel & Training Travel Expense	03/24/2013	2013-00006270	Resolution 3.06 - FFL	\$478.00	\$0.00	\$1,228.00
				\$478.00	\$0.00	\$1,228.00
Amended Balance as of: 3/31/2013 \$750.00						
Division: 060 General Services Totals:						
Department: 21 Fletcher Free Library Totals:						
Department: 27 Burlington City Arts						
Division: 000 Admin						
Program: 051 Development						
4330 - Foundations						
Program: 051 Development Totals:						
Division: 000 Admin Totals:						
Division: 178 Public Art						
4395 - Art Sales						
6510_120 - Artist Services consignments	03/24/2013	2013-00006262	Resolution 3.13 - City Arts	\$0.00	\$10,000.00	\$152,500.00
				\$0.00	\$10,000.00	\$142,500.00
Amended Balance as of: 3/31/2013 \$152,500.00						
Division: 178 Public Art Totals:						
Department: 27 Burlington City Arts Totals:						
Fund Totals: General Fund						
Grand Totals:						
6510_120 - Artist Services consignments	03/24/2013	2013-00006262	Resolution 3.13 - City Arts	\$45,000.00	\$0.00	\$45,000.00
				\$45,000.00	\$0.00	\$45,000.00
Amended Balance as of: 3/31/2013 \$0.00						
Division: 178 Public Art Totals:						
Department: 27 Burlington City Arts Totals:						
Fund Totals: General Fund						
Grand Totals:						

LIVE City of Burlington, VT LIVE  
**Budget Amendments Report**  
 From Date: 4/1/2013 - To Date: 4/30/2013

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 101 General Fund						
Department: 06 Planning and Zoning						
Division: 000 Admin						
6000 - Office Supplies	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$500.00	\$0.00	\$6,301.00
				\$500.00	\$0.00	\$6,801.00
Amended Balance as of: 4/30/2013						
6005 - Postage	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$1,000.00	\$0.00	\$4,000.00
				\$1,000.00	\$0.00	\$5,000.00
Amended Balance as of: 4/30/2013						
6202 - Printing/Copying/Paper Mgt	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$11,000.00	\$0.00	\$2,000.00
				\$11,000.00	\$0.00	\$13,000.00
Amended Balance as of: 4/30/2013						
6203 - Dues/Subscriptions	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$0.00	\$500.00	\$3,814.00
				\$0.00	\$500.00	\$3,314.00
Amended Balance as of: 4/30/2013						
6208 - Special Supplies	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$0.00	\$3,000.00	\$4,442.00
				\$0.00	\$3,000.00	\$1,442.00
Amended Balance as of: 4/30/2013						
6210 - Small Tools and Equipment	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$0.00	\$500.00	\$800.00
				\$0.00	\$500.00	\$300.00
Amended Balance as of: 4/30/2013						
6350 - Legal Notice & Advertising	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$1,000.00	\$0.00	\$3,100.00
				\$1,000.00	\$0.00	\$4,100.00
Amended Balance as of: 4/30/2013						
6500_118 - Professional and Consultant Services Contractual Services	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$0.00	\$9,500.00	\$78,143.00
				\$0.00	\$9,500.00	\$68,643.00
Amended Balance as of: 4/30/2013						
6700_107 - Travel & Training Training Materials	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$0.00	\$1,000.00	\$1,000.00
				\$0.00	\$1,000.00	\$0.00
Amended Balance as of: 4/30/2013						
6700_110 - Travel & Training Travel Expense	04/23/2013	2013-00007196	Mayor Authorized - P&Z	\$1,000.00	\$0.00	\$6,541.00
				\$1,000.00	\$0.00	\$7,541.00
Amended Balance as of: 4/30/2013						

Division: 000 Admin Totals:				\$1,000.00	\$0.00	\$7,541.00
Department: 06 Planning and Zoning Totals:				\$14,500.00	\$14,500.00	
Department: 07 City Assessor				\$14,500.00	\$14,500.00	
Division: 000 Admin						
5000_100 - Salaries and Wages Regular, Full Time						
04/23/2013	2013-00007199	CAO Authorized - City Assessor		\$0.00	\$3,400.00	\$181,374.00
				\$0.00	\$3,400.00	\$177,974.00
Amended Balance as of: 4/30/2013						
5000_115 - Salaries and Wages Seasonal/Temporary						
04/23/2013	2013-00007199	CAO Authorized - City Assessor		\$3,400.00	\$0.00	\$3,400.00
				\$3,400.00	\$0.00	\$6,800.00
Amended Balance as of: 4/30/2013						
5200_115 - Other Personal Services Other Compensation						
04/08/2013	2013-00006801	CAO Authorized - City Assessor		\$425.00	\$0.00	\$700.00
				\$425.00	\$0.00	\$1,125.00
Amended Balance as of: 4/30/2013						
6214 - Clothing And Uniforms						
04/08/2013	2013-00006801	CAO Authorized - City Assessor		\$0.00	\$425.00	\$425.00
				\$0.00	\$425.00	\$0.00
Amended Balance as of: 4/30/2013						
Division: 000 Admin Totals:				\$3,825.00	\$3,825.00	\$32,882.00
Department: 07 City Assessor Totals:				\$3,825.00	\$3,825.00	\$23,882.00
Department: 15 Fire						\$23,882.00
Division: 000 Admin						
6300_170 - Repair & Maintenance Buildings						
04/08/2013	2013-00006807	CAO Authorized - Fire		\$0.00	\$9,000.00	\$32,882.00
				\$0.00	\$9,000.00	\$23,882.00
Amended Balance as of: 4/30/2013						
6400_127 - Utilities Cellular Communications						
04/08/2013	2013-00006807	CAO Authorized - Fire		\$6,000.00	\$0.00	\$3,300.00
				\$6,000.00	\$0.00	\$9,300.00
Amended Balance as of: 4/30/2013						
6500_142 - Professional and Consultant Services Marketing and Promotion						
04/08/2013	2013-00006807	CAO Authorized - Fire		\$0.00	\$810.00	\$810.00
				\$0.00	\$810.00	\$0.00
Amended Balance as of: 4/30/2013						
6800_105 - Fees for Services BT Data Charges						
04/08/2013	2013-00006807	CAO Authorized - Fire		\$3,000.00	\$0.00	\$2,500.00
				\$3,000.00	\$0.00	\$5,500.00
Amended Balance as of: 4/30/2013						
6800_140 - Fees for Services Hospitality Expense						
04/08/2013	2013-00006807	CAO Authorized - Fire		\$810.00	\$0.00	\$200.00
				\$810.00	\$0.00	\$1,010.00
				\$9,810.00	\$9,810.00	\$1,010.00
Amended Balance as of: 4/30/2013						
Division: 000 Admin Totals:				\$9,810.00	\$9,810.00	\$18,616.00
Division: 040 Fire Suppression						
6211_110 - Specialized Equipment Safety Equipment						
Amended Balance as of: 4/30/2013						

04/08/2013	2013-00006807	CAO Authorized - Fire	\$0.00	\$2,000.00	\$16,616.00
			\$0.00	\$2,000.00	\$16,616.00
			\$0.00	\$2,000.00	
Division: 040 Fire Suppression Totals:					
Division: 041 Emergency Medical Services					
6200_110 - Medical Fees And Supplies Oxygen					
04/08/2013	2013-00006807	CAO Authorized - Fire	\$0.00	\$0.00	\$6,000.00
			\$2,000.00	\$0.00	\$8,000.00
			\$2,000.00	\$0.00	\$8,000.00
Division: 041 Emergency Medical Services Totals:					
Division: 042 Fire Protection					
6208 - Special Supplies					
04/08/2013	2013-00006807	CAO Authorized - Fire	\$0.00	\$1,000.00	\$1,100.00
			\$0.00	\$1,000.00	\$100.00
			\$0.00	\$1,000.00	\$100.00
6210 - Small Tools and Equipment					
04/08/2013	2013-00006807	CAO Authorized - Fire	\$0.00	\$70.00	\$70.00
			\$0.00	\$70.00	\$0.00
			\$0.00	\$70.00	\$0.00
6605 - Radio Maintenance					
04/08/2013	2013-00006807	CAO Authorized - Fire	\$1,070.00	\$0.00	\$4,670.00
			\$1,070.00	\$0.00	\$6,740.00
			\$1,070.00	\$1,070.00	\$5,740.00
Division: 042 Fire Protection Totals:					
Division: 044 Grants					
4875_115 - Grant Public Safety Operating					
04/26/2013	2013-00007368	Resolution 6.02 - April 1	\$77,764.00	\$0.00	\$77,764.00
			\$77,764.00	\$0.00	\$77,764.00
5100 - Overtime					
04/26/2013	2013-00007368	Resolution 6.02 - April 1	\$65,764.00	\$0.00	\$65,764.00
			\$65,764.00	\$0.00	\$65,764.00
5200_105 - Other Personal Services Special Duty					
04/26/2013	2013-00007368	Resolution 6.02 - April 1	\$6,000.00	\$0.00	\$6,000.00
			\$6,000.00	\$0.00	\$6,000.00
5400_100 - Employee Benefits FICA					
04/26/2013	2013-00007368	Resolution 6.02 - April 1	\$1,500.00	\$0.00	\$1,500.00
			\$1,500.00	\$0.00	\$1,500.00
6700_110 - Travel & Training Travel Expense					
04/26/2013	2013-00007368	Resolution 6.02 - April 1	\$2,400.00	\$0.00	\$2,400.00
			\$2,400.00	\$0.00	\$2,400.00
6800_140 - Fees for Services Hospitality Expense					
04/26/2013	2013-00007368	Resolution 6.02 - April 1	\$2,100.00	\$0.00	\$2,100.00
			\$2,100.00	\$0.00	\$2,100.00
			\$155,528.00	\$0.00	\$2,100.00
Division: 044 Grants Totals:					

Department: 15 Fire Totals:					\$168,408.00	\$12,880.00
Department: 17 Police						
Division: 050 Police Uniform Services						
6010 - Computer Equipment	04/01/2013	2013-00006510	CAO Authorized			
				Amended Balance as of: 4/30/2013	\$1,800.00	\$1,800.00
					\$6,000.00	\$7,800.00
					\$6,000.00	\$7,800.00
6210 - Small Tools and Equipment	04/01/2013	2013-00006510	CAO Authorized			
				Amended Balance as of: 4/30/2013	\$18,000.00	\$18,000.00
					\$0.00	\$12,000.00
					\$0.00	\$12,000.00
Division: 050 Police Uniform Services Totals:						
Department: 17 Police Totals:						
Department: 19 Public Works						
Division: 152 Streets						
Program: 480 Snow Removal						
4600_110 - Fees For Services Public Works	04/08/2013	2013-00006806	CAO Authorized - DPW Right of Way			
				Amended Balance as of: 4/30/2013	\$200,000.00	\$200,000.00
					\$9,314.00	\$209,314.00
					\$9,314.00	\$209,314.00
6300_140 - Repair & Maintenance Salt	04/08/2013	2013-00006806	CAO Authorized - DPW Right of Way			
				Amended Balance as of: 4/30/2013	\$185,000.00	\$185,000.00
					\$9,314.00	\$194,314.00
					\$9,314.00	\$194,314.00
Program: 480 Snow Removal Totals:						
Program: 481 Street Maintenance						
6500_118 - Professional and Consultant Services Contractual Services	04/23/2013	2013-00007203	CAO Authorized - DPW			
				Amended Balance as of: 4/30/2013	\$70,000.00	\$70,000.00
					\$0.00	\$69,850.00
					\$0.00	\$69,850.00
6800_125 - Fees for Services Fees & Permits	04/23/2013	2013-00007203	CAO Authorized - DPW			
				Amended Balance as of: 4/30/2013	\$0.00	\$0.00
					\$150.00	\$150.00
					\$150.00	\$150.00
Program: 481 Street Maintenance Totals:						
Division: 152 Streets Totals:						
Department: 19 Public Works Totals:						
Department: 21 Fletcher Free Library						
Division: 060 General Services						
6005 - Postage	04/23/2013	2013-00007193	CAO Authorized - Library			
				Amended Balance as of: 4/30/2013	\$4,000.00	\$4,000.00
					\$200.00	\$4,200.00
					\$200.00	\$4,200.00
6206 - Custodian Supplies	04/23/2013	2013-00007193	CAO Authorized - Library			
				Amended Balance as of: 4/30/2013	\$2,000.00	\$2,000.00
					\$0.00	\$1,200.00
					\$0.00	\$1,200.00
6208 - Special Supplies				Amended Balance as of: 4/30/2013	\$7,418.00	\$7,418.00

04/08/2013	2013-00006800	CAO Authorized - Library	\$0.00	\$4,500.00	\$2,918.00
			\$0.00	\$4,500.00	\$2,918.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$500.00	\$23,000.00
			\$0.00	\$500.00	\$22,500.00
			\$0.00	\$500.00	\$22,500.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$1,500.00	\$7,000.00
			\$0.00	\$1,500.00	\$5,500.00
			\$0.00	\$1,500.00	\$5,500.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$1,500.00	\$6,682.00
			\$0.00	\$1,500.00	\$5,182.00
			\$0.00	\$1,500.00	\$5,182.00
Amended Balance as of: 4/30/2013					
			\$6,500.00	\$0.00	\$9,983.00
			\$6,500.00	\$0.00	\$16,483.00
			\$0.00	\$0.00	\$16,483.00
Amended Balance as of: 4/30/2013					
			\$1,500.00	\$0.00	\$14,000.00
			\$800.00	\$0.00	\$15,500.00
			\$2,300.00	\$0.00	\$16,300.00
			\$0.00	\$0.00	\$16,300.00
Amended Balance as of: 4/30/2013					
			\$300.00	\$0.00	\$100.00
			\$300.00	\$0.00	\$400.00
			\$0.00	\$0.00	\$400.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$300.00	\$1,228.00
			\$0.00	\$300.00	\$928.00
			\$0.00	\$300.00	\$928.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$200.00	\$1,300.00
			\$0.00	\$200.00	\$1,100.00
			\$9,300.00	\$9,300.00	\$1,100.00
Amended Balance as of: 4/30/2013					
			\$5,700.00	\$0.00	\$5,000.00
			\$5,700.00	\$0.00	\$10,700.00
			\$0.00	\$0.00	\$10,700.00
Amended Balance as of: 4/30/2013					
			\$100.00	\$0.00	\$3,100.00
			\$2,400.00	\$0.00	\$3,200.00
			\$2,500.00	\$0.00	\$5,600.00
			\$0.00	\$0.00	\$5,600.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$0.00	\$300.00

04/23/2013	2013-00007200	Resolution 6.14 - Library	\$100.00	\$0.00	\$400.00
			\$100.00	\$0.00	\$400.00
Amended Balance as of: 4/30/2013					
			\$0.00	\$100.00	\$100.00
			\$0.00	\$100.00	\$0.00
6350 - Legal Notice & Advertising					
04/08/2013	2013-00006800	CAO Authorized - Library	\$0.00	\$100.00	\$100.00
6500_117 - Professional and Consultant Services Instructors and Lecturers					
04/23/2013	2013-00007200	Resolution 6.14 - Library	\$3,200.00	\$0.00	\$4,200.00
			\$3,200.00	\$0.00	\$4,200.00
Division: 062 English as a Second Language Totals:					
Department: 21 Fletcher Free Library Totals:					
Department: 23 Parks and Recreation					
Division: 101 Recreation					
Program: 246 Events					
04/08/2013	2013-00006805	CAO Authorized - Parks and Recreation	\$0.00	\$2,300.00	\$1,000.00
			\$0.00	\$2,300.00	\$1,000.00
6500_118 - Professional and Consultant Services Contractual Services					
04/08/2013	2013-00006805	CAO Authorized - Parks and Recreation	\$2,300.00	\$0.00	\$29,300.00
			\$2,300.00	\$0.00	\$29,300.00
Program: 246 Events Totals:					
Division: 101 Recreation Totals:					
Division: 103 Facilities					
Program: 260 Public Buildings					
04/23/2013	2013-00007204	CAO Authorized - BCA	\$0.00	\$2,500.00	\$8,150.00
			\$0.00	\$2,500.00	\$5,650.00
6500_118 - Professional and Consultant Services Contractual Services					
04/23/2013	2013-00007204	CAO Authorized - BCA	\$2,500.00	\$0.00	\$20,000.00
			\$2,500.00	\$0.00	\$20,000.00
Program: 260 Public Buildings Totals:					
Division: 103 Facilities Totals:					
Department: 23 Parks and Recreation Totals:					
Department: 27 Burlington City Arts					
Division: 000 Admin					
Program: 050 Marketing					
04/23/2013	2013-00007204	CAO Authorized - BCA	\$0.00	\$1,440.00	\$26,195.00
			\$0.00	\$1,440.00	\$24,755.00
6350 - Legal Notice & Advertising					
04/23/2013	2013-00007204	CAO Authorized - BCA	\$1,440.00	\$0.00	\$3,000.00
			\$1,440.00	\$0.00	\$4,440.00

Program: 050 Marketing Totals:  
 Division: 000 Admin Totals:  
 Division: 176 Arts Education  
 Program: 056 Clay Studio  
 6208 - Special Supplies

04/23/2013 2013-00007204 CAO Authorized - BCA

\$1,440.00	\$0.00	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
\$1,440.00	\$0.00	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
\$1,440.00	\$0.00	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
Amended Balance as of: 4/30/2013					
\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00

6500\_118 - Professional and Consultant Services Contractual Services

04/23/2013 2013-00007204 CAO Authorized - BCA

\$500.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
\$500.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
\$500.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
Amended Balance as of: 4/30/2013					
\$500.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00
\$500.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00

Program: 056 Clay Studio Totals:  
 Division: 176 Arts Education Totals:  
 Department: 27 Burlington City Arts Totals:  
**Fund Totals: General Fund**  
**Grand Totals:**

\$1,940.00	\$1,940.00	\$1,940.00	\$1,940.00	\$1,940.00	\$1,940.00
\$239,051.00	\$53,495.00	\$239,051.00	\$53,495.00	\$239,051.00	\$53,495.00
\$239,051.00	\$53,495.00	\$239,051.00	\$53,495.00	\$239,051.00	\$53,495.00



# OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

## SPECIAL MEETING OF THE BOARD OF FINANCE THURSDAY, APRIL 18, 2013

### MINUTES

**PRESENT:** Mayor Weinberger; City Council President Shannon; Councilors Decelles, Knodell and Bushor

**ALSO PRESENT:** Interim CAO Sisson; Thomas Melloni, Burak, Anderson, Melloni

#### 1. Agenda

On a motion by City Council President Shannon and Councilor Bushor the agenda was adopted unanimously as presented.

#### 2. Public Forum

No one came forward to speak.

#### 3. Authorization of Pricing of Fiscal Stability Bonds – C/T

Mayor Weinberger stated they are pleased with the results of the last few days. The interest rate environment has remained strong. Investors continue to see the strengths of Burlington despite the issues they have faced.

Interim CAO Sisson stated the markets have been stable. He spoke with the investment person from Penn Mutual. He was familiar with Burlington and this played to their advantage. They discussed the issues and he committed. They had to make some adjustments throughout the negotiations. They had to change to a make-whole call instead of a ten-year call which saves 12.5 basis points. The bonds are serial bonds and will mature at different times throughout the term. Giving up the ten-year call to obtain that investor was in the best interests of the City. They now have a make-whole call which means there would be a penalty if they were to pay those bonds off early. Penn Mutual was not going to invest if it were a ten-year call.

Councilor Bushor stated sometimes they have chosen to refinance and in doing so they pay off one debt. She inquired what the penalty would be if they did that. Interim CAO Sisson stated they would pay the present value of the interest beyond the date of the call. He does not think they would be here tonight if they had not made that concession.

Councilor Decelles inquired if they were to refinance, would they have to pay an additional \$4.5 million. Interim CAO Sisson stated if they had a ten-year call, they would have paid off \$5.250 million. There are three serial bonds with amounts due each year. The nearer term bonds have a lower coupon rate and the longer term bonds have a higher coupon rate. The ten-year call would have been first exercisable in 2023 at which point there will only be \$3.750 million outstanding. That amount evolved and was necessary to obtain the anchor investor. Penn Mutual only owns the 2023 and 2028 bonds.

Councilor Knodell inquired what the purpose of the vote will be. Interim CAO Sisson stated they will be approving the terms of the deal and the sale. Thomas Melloni, Burak, Anderson, and Melloni, stated that the City Council approved issuance of the bonds subject to voter and Board of Finance approval. Interim CAO Sisson stated they typically do not have the pricing until just before the sale. Councilor Knodell inquired if they have already committed to this sale. Mr. Melloni stated the commitment is that they are sold but until it is approved by Board of Finance it is not effective. Interim CAO Sisson stated he has not signed the Bond Purchase Agreement because he needs Board of Finance approval first. Councilor Knodell stated the rate seems good. She would have liked to discuss the total amount, as they authorized up to \$9 million. They have a line of credit from Key Bank with an interest rate of appx. 2.5%. She inquired if they feel they really need the full \$9 million. It is their responsibility to look after the interest costs that they are asking the taxpayers for. Interim CAO Sisson stated the big issue Moody's has pointed to is their liquidity. Mayor Weinberger stated they have one shot to do this without incurring additional costs. The City is trying to get away from short-term borrowing as much as possible. The nature of the bond market makes it difficult to go back and forth. They are doing this at a time with historically low interest rates and while they are in a position to do this. In the event they got additional money, there are other debts that they could pay off.

Councilor Bushor stated that she understands that they chose to go to the market for the full amount. Her understanding is that they will pay 3.5% interest for the first five years, 3.62% and then 5.2%. The last five years have the highest interest. She inquired if it would have been okay to say that they have the authority to borrow \$9 million but only borrow \$5.2 million at a better rate, then go back to the market later for the remaining amount. Mayor Weinberger stated they are trying to get themselves out of the debt that is causing them to use short-term borrowings. They need to move further out of this liquidity situation and borrowing and paying off the \$9 million will increase unassigned fund balance over the repayment period. It is common practice to pay a higher rate for the longer term borrowings because there is more risk. They sized the bond at the smallest amount they could to address the problem. Interim CAO Sisson stated it is more cost efficient to proceed in this way.

Councilor Knodell inquired where they are with pooled cash and the unassigned fund balances. Interim CAO Sisson stated that information is not available at the current time as a result of the New World Conversion. They did provide that information prior to the election, but it was not redistributed. Mayor Weinberger stated they chose \$9 million knowing that they will be increasing the Water and Wastewater rates. They started with \$25 million of unassigned fund balance. They backed away from that number by considering the surpluses they have and projections of getting rid of other debts to reach the \$9 million number. Councilor Knodell inquired if they had flexibility about the term length. Interim CAO Sisson stated that was presented to the voters. Mr. Melloni stated the existing short-term rates are variable and may change based on market conditions. They are also less than one year commitments so the lender may choose whether or not to renew them. These interest rates are locked in for the full 15 years. The short-term borrowing is structured as tax exempt while these are taxable. This allows more flexibility and will be used to establish reserves and allow more liquidity. The City's financial advisors have indicated that institutional investors are more attracted to larger borrowings. Councilor Knodell stated they will not know if this is the right amount until after the fact. Interim CAO Sisson stated they also need to consider the overall liquidity risk. If they could not renew their Tax Anticipation Notes each year, they would have a liquidity crisis. Mayor Weinberger

stated that there are interest costs associated with continued short term borrowings.

City Council President Shannon stated the voters were presented with an amount of up to \$9 million. She inquired if the Council approved the same thing and if they were not able to sell all of the bonds could they do the bonding at all. Interim CAO Sisson stated they would have faced a difficult decision if they were not fully sold by today. City Council President Shannon stated if it were just about interest rates she would think that they could stick to short term borrowing, the purpose of this is to address liquidity issues raised by the Auditors and Moody's and will work towards improving the City's credit rating and stability.

Councilor Bushor and City Council President Shannon made a motion to approve the rates for the sale of the bond.

Councilor Decelles requested clarification about the resolution. Mr. Melloni stated the resolution authorizes \$9 million in principle amount for taxable General Obligation Bonds. There are three bonds. The first is for \$2.750 million at a 3.5% interest and will mature in 2018. The second is for \$2.5 million, has a rate of 4.625% and will mature in 2023. The third is for \$3.75 million, has a 5.25% interest rate, and will mature in 2028. Each has yearly serial payments that will be applied to the principle. These payments are scheduled out to avoid balloon payments. The resolution authorizes the Mayor and CAO to sign all of the necessary documents. Councilor Decelles inquired how much cash the City is actually getting. Mr. Melloni stated the City will receive \$8,927,122.50 because of the underwriter discount and an original issue discount.

Councilor Knodell inquired if they could have used a combination of a smaller issuance with a line of credit to achieve their goal. Councilor Decelles stated he never thought this was the best course of action, but the voters did approve it. Councilor Knodell stated the voters approved up to \$9 million and she wants to ensure they have evaluated alternatives. This is just one course of action that they could pursue. The administration needs to prove that this is the best option. Mayor Weinberger stated that the most acute financial issue the City faces is a lack of cash. They sized the bond as small as they could and went to the voters so as to not overly burden them. The cost is right what they told the voters it would be. They have told the Council that they have been pursuing this, and this is the first time he heard that they would have liked to see something smaller. It was not intended to be a surprise. This is a responsible move and will dramatically improve the City's position. The decision on the size of the bond was made long ago.

City Council President Shannon stated this issue was not raised prior to tonight. When the Council approved this going forward, there was no discussion that it should be for a lesser amount. They used 'up to' \$9 million in case they could not sell bonds in that amount. They then charged the Board of Finance with approving the pricing, not the amount of the bonds. Discussion about borrowing a different amount should have happened at the City Council level, not at the pricing stage. The voters and Council both approved the amount; the Board of Finance's responsibility is to look at pricing.

Councilor Knodell inquired how they know 5% is a good rate. Mr. Melloni stated the City's financial advisor indicated it is a good rate based on the market. Interim CAO Sisson he was pleased that the net interest costs came in around 5%.

Councilor Bushor stated there has been hesitation about whether or not this was the only way to

go. What she is hearing is that people like to explore options and understand the financial impacts to ensure they are getting the best deal. Doing that results in a better process. The administration has the advantage of having looked at the options.

The motion passed by a vote of 4-1 with Councilor Knodell voting against on the grounds that she lacked sufficient information for the need for the full \$9 million.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 5:32pm.



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City of Burlington

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Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

## BOARD OF FINANCE MONDAY, APRIL 22, 2013

### MINUTES

**PRESENT:** Mayor Weinberger; Councilors Knodell, Bushor, Decelles.

**ABSENT:** City Council President Shannon

**ALSO PRESENT:** Interim CAO Sisson; ACAO Goodwin; ACAO Schrader; Jesse Bridges, Parks and Recreation; David White, Planning and Zoning; Steve Goodkind, DPW; City Attorney Blackwood; Mike Kanarick, Mayor's Office; Dave Roberts, Lise Veronneau, Fire; Councilor Blais; Phil Lavigne, Channel 17.

#### 1. Agenda

Councilor Knodell requested they add item 10. Other Business to the agenda.

On a motion by Councilors Knodell and Bushor, the agenda was adopted unanimously as amended.

#### 2. Public Forum

No one came forward to speak.

#### 3. Approval of the Board of Finance Minutes

##### a. April 15, 2013

Councilors Knodell and Decelles made a motion to approve the minutes.

Councilor Bushor noted a portion of the minutes where a motion made but the Councilor who seconded it was not listed. She also noted an inaccurate statement in the minutes.

The minutes were approved unanimously as amended.

#### 4. Street Reconstruction Program Bids – DPW

Councilors Bushor and Decelles made a motion to approve selection of the recommended contractor, Pike Industries.

Councilor Decelles inquired about the breakdown of price. Steve Goodkind, Public Works, stated they provided the price of individual units and have a column listing how many units they will purchase. To determine the total price, they multiplied the number of units by the unit price.

Councilor Bushor noted that Pike seemed to have higher prices for most items but were lower in

reclamation. Since reclamation is the bulk of the work, this made them the lowest bidder.

Mayor Weinberger inquired if they have worked with all of the bidders before. Mr. Goodkind stated they have. They worked with Pike last year and they did a good job.

The motion passed unanimously.

#### **5. Budget Amendment for Greenbelt Maintenance – PARKS**

The Board addressed an item to allow the Parks Department to decrease spending in Small Tools and Equipment, Specialized Equipment, Chemicals, and Seasonal Salaries and Wages and increase spending in Repair and Maintenance Land Materials.

Councilors Decelles and Knodell made a motion to approve the budget amendment. The motion passed unanimously.

#### **6. Budget Amendment for Waterfront Division - PARKS**

Councilors Bushor and Knodell made a motion to approve the budget amendment.

Councilor Bushor inquired about the numbers in the budget adjustment. Interim CAO Sisson stated they are reducing their expenses on full time salaries by \$25,000 and instead spending it on seasonal salaries. They are also using increased revenues in two areas to increase seasonal salaries.

The motion passed unanimously.

#### **7. Budget Amendment for Funds to Repair Rescue 2 – FIRE**

Councilors Decelles and Knodell made a motion to approve the budget amendment.

Councilor Bushor inquired where the money will be coming from. Interim CAO Sisson stated that they have explored different options and feel that making the repairs is the best option. The Fire Department does not have a source of revenue, but the gross receipts tax in the General Fund is running better than expected. They are not going to move that revenue from the Clerk/Treasurer's Office to the Fire Department. Mayor Weinberger stated they budget the Fire Department at a deficit to the general fund.

The motion passed unanimously.

Dave Roberts, Fire, stated they had an outdoor porch fire today that they handled quickly. Before that happened, Rescue 1 broke down on the interstate and was towed back to Public Works. Once and a while they have to take it out and run it at a high speed to clean out the turbo chargers. It will be a high priority repair. Lise Veronneau, Fire, stated that Rescue 3, their spare vehicle, has already been moved into Rescue 2's spot and they are down one vehicle.

Mayor Weinberger inquired if it will be a quick fix. Mr. Roberts stated they may have to borrow a vehicle from another town. Ms. Veronneau stated in the meantime, mutual aid kicks in. If there

were an incident, UVM or Colchester would have to respond.

Councilor Decelles inquired why it is not being fixed tonight. Mr. Roberts stated they have not yet been able to reach a mechanic. The person on-call is not actually a mechanic. They will continue to work on this throughout the evening. Mayor Weinberger stated the purpose of having a shop is to be able to handle situations like this. Mr. Roberts stated borrowing a vehicle would be the last choice of their options. Ms. Veronneau stated that not every mechanic is certified on every vehicle. Councilor Decelles stated it seems justifiable to contact another company. Mr. Roberts stated they will be doing everything they can to get a mechanic in.

Councilor Bushor inquired which station has the functional ambulance. Mr. Roberts stated it will be the downtown station. Councilor Bushor inquired where the other ambulance normally is stationed. Mr. Roberts stated it is typically located at North Ave. Councilor Bushor stated if they can use UVM, her section of the City is covered. The New North End would have the greater distance. Mr. Roberts stated that if there were a call on North Ave. Colchester's ambulance would respond. Rescue 1 will handle everything in the City provided that they are not already on a call. If there is a second call, mutual aid would kick in. Councilor Bushor inquired if utilizing mutual aid would improve or lengthen the response times. Mr. Roberts stated it lengthens the response time. There could be a few places that UVM would get to more quickly, but they could also be out on a call. There are mutual aid agreements with all area cities and towns. Ms. Veronneau stated she wanted to alert them because it is rare that they are down to one ambulance.

Councilor Decelles inquired if Colchester operates full time. Mr. Roberts stated they staff their ambulance with volunteers and do keep a crew ready to respond. They may respond in personal vehicles to the ambulance. They are a decent organization and respond when needed. They will be making every effort to see if they can make a repair this evening. Ms. Veronneau stated they have not notified the public in the past and is unsure what it would accomplish.

#### **8. Status of FY13 Budget (Verbal)**

Interim CAO Sisson stated they have been working with their new accounting system this year. Expense recognition is doing well. They are still working on the revenue side. Because of the change of the chart of accounts, there are some revenues that look understated because of coding errors. They are focusing on alarm buildings that have not been performed since last October. They are also catching up on DPW billings. Things are coming along well. Fire is operating at a deficit but Police is doing better than budgeted. Parks and Recreation has some challenges, but they are reducing expenses to offset revenue they did not receive. He is confident that they will have a modest surplus at the end of the fiscal year. They will have internal numbers by the end of August. There have been lags in entering invoices because people are not using the Purchase Order system as they should. They will be holding update training sessions to help people comply with policies.

#### **9. Status of FY14 Budget Process (Verbal)**

Interim CAO Sisson stated they are fairly far along with Department Head submissions of budgets. He is working with Department Heads to complete those. They are having their first budget work session tonight with presentations from Code Enforcement, Assessor, Planning and

Zoning, and City Council. They are having one less work session than originally scheduled.

Councilor Knodell inquired about the status of a resolution for a Strategic Plan for the Financial Health of the City. Mayor Weinberger stated it is still in progress. So far they have implemented New World Software and completed the audit earlier than in the past. They are a little uncertain what the strategic plan would involve given the complication of projecting out municipal budget and the uncertainty of union negotiations. They have discussed resuming that after this budget is complete. Interim CAO Sisson stated New World's capabilities are such that the more it is used the more history that becomes available.

#### **10. Other Business**

Councilor Knodell stated she has drafted a resolution regarding the Fiscal Stability Bonds. This will focus the City Council on improving the liquidity of the City. It will request that they actively monitor the unassigned fund balance and liquidity position of the City. It will also propose that they have some accountability and explanation to the public that the bonds are making to the fiscal health of the City. Unlike investments in concrete capital, it can be difficult to see the benefits of a Fiscal Stability Bond. She wants to be able to show how it has improved the health of the City. Councilor Bushor inquired how they will be using the Fiscal Stability Bond. Interim CAO Sisson stated they have opened an account at KeyBank for when they receive the proceeds. They will immediately pay off the Tax Anticipation Notes of \$4 million. After every tax payment due date, the balance in the Fiscal Stability Bond fund will be restored to \$9 million. They want to keep the principle there to ensure it is not being used for anything other than it is supposed to be. Councilor Bushor stated she would love to co-sponsor the resolution because the residents want this. Mayor Weinberger inquired when this will be sent to the Council. Councilor Knodell stated she is aiming for the April 29 meeting.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 5:30pm.