

TOWN OF ANDOVER OUTDOOR DINING LICENSE APPLICATION

TIME STAMP

APPLICANT'S D/B/A: _____

APPLICANT NAME: _____

APPLICANT'S ADDRESS: _____

APPLICANT'S TEL. NUMBER: _____ **FID #:** _____

OWNER OF BUILDING: _____ **TEL:** _____

ADDRESS OF OWNER: _____

CONTACT PERSON: _____

TELEPHONE: _____ **E-MAIL** _____

MAILING ADDRESS: _____

LOCATION OF LICENSE ACTIVITY: _____

ZONING DISTRICT: _____

FEE: \$125 Is this a reapplication for a license granted in a prior year? YES _____ NO _____

NUMBER OF OUTDOOR SEATS: _____ **NUMBER OF OUTDOOR TABLES:** _____

PROPOSED DATES OF OUTDOOR DINING: _____

PROPOSED TIMES OF OUTDOOR DINING: _____

DOES THE LOCATION HOLD AN ALCOHOLIC BEVERAGE LICENSE? YES _____ NO _____

I certify under penalties of perjury, that the above information is true and that named applicant has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

OFFICE USE ONLY	OFFICE USE ONLY	OFFICE USE ONLY	OFFICE USE ONLY
Date of log entry (Application Complete) _____		By: _____	
Prior Approval Required:	<u>DATE SENT:</u>	<u>DATE APPROVED</u>	
Police Dept, Public Safety:	_____	_____	
Fire Dept:	_____	_____	
Board of Health:	_____	_____	
Building Inspector:	_____	_____	
Design Review Board:	_____	_____	
Treasurer:	_____	_____	

TOWN OF ANDOVER OUTDOOR DINING LICENSE APPLICATION

(page 2 of 2)

Evaluating Applicability of License (*For applicant's use only*)

Does the premise have a liquor license? Yes _____ No _____

If so, provide a a detailed alcohol control plan/strategy as part of the application packet.

The alcohol control plan shall include what steps the manager shall take to ensure alcohol remains only on the licensed premises, including signage, staff instructions, monitoring of the outdoor dining area, etc.

Width of Sidewalk: _____

In no event shall a license be granted where the total width of the sidewalk is 4 feet or less.

SUBMISSION REQUIREMENTS

- \$125 Check to the Town of Andover
- Twelve copies of the application, plans, and all supporting materials.
 - Scaled plan. Plan should show the precise dimensions and location of the outdoor dining area; the arrangement of outdoor dining furniture, perimeter fencing, umbrellas, other obstruction, and the width of sidewalk available for pedestrian/wheelchair passage. **All plans shall be folded to the size of 8½" by 11". No rolled plans will be accepted.**
 - Written description of the colors and materials to be used in the outdoor dining area. Photographs or samples of proposed furniture and materials are encouraged.
 - If outdoor food preparation is proposed a letter describing the nature and extent of this operation must be submitted. *All outdoor food preparation must comply with the procedures and regulations of the Andover Board of Health and must be approved by the Health Division prior to submittal.*
 - Tax form.

POST APPROVAL SUBMISSION REQUIREMENTS

- Signed License Agreement
- Workers Compensation Affidavit and Insurance Certificate.
- Comprehensive Public Liability and Property Damage Liability Insurance Certificate.
- Liquor Liability Insurance Certificate (Where applicable).

TAX FORM

APPLICANT NAME: _____

I certify under penalties of perjury that the above named applicant has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (if corporation)

Social Security# (if individual)

Federal Identification Number (FID# if Corporation or Non Profit#)

This license will not be issued unless the certification clause is signed by the applicant.

Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: _____

Address: _____

City/State/Zip: _____ Phone #: _____

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input type="checkbox"/> I am a employer with _____ employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
---	--

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: ANDOVER Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: Laurence Murphy, Town Clerk / Lic. Agent Phone #: 978-623-8258

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**"

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

www.mass.gov/dia

LICENSE AGREEMENT

By and between

THE TOWN OF ANDOVER

And

(Restaurant Owner & Restaurant Name)

THE OWNER AND OPERATOR OF A RESTAURANT LOCATED WITHIN THE TOWN OF ANDOVER

This License Agreement (the "Agreement") is entered into as of ____ day of _____, 20__ by and between the Town of Andover and _____.
The Owner and Operator of a Restaurant located within the Town of Andover.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a Restaurant facility within the Town of Andover (hereinafter "Restaurant Owner");

WHEREAS, Licensor is the Town of Andover (hereinafter the "Town");

WHEREAS, the Restaurant Owner desires to provide the public with outdoor dining;

WHEREAS, the Town is seeking a manner through which to facilitate the Restaurant Owner's ability to provide the public with outdoor dining;

WHEREAS, the Town and the Restaurant Owner desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining. The Town of Andover hereby grants the Restaurant Owner a license to provide outdoor dining services at its restaurant facility located within the Town of Andover. The Licensee shall comply with the terms of this Agreement, the License granted by the Board of Selectmen, any other license related to the Restaurant Facility, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Board of Selectmen. Within the

licensed area, the licensee may put and maintain no more than _____ tables and _____ chairs. All such services will be provided at the sole cost and expense of the Restaurant Owner. The Town of Andover shall not be liable for such cost nor obligated to reimburse the Restaurant Owner for the same. The Restaurant Owner shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.

2. Indemnification. The Restaurant Owner shall indemnify, defend and save harmless the Town of Andover, its officers, and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the Town may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.

3. Insurance. The Restaurant Owner shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining facility, in accordance with the State Workers' Compensation Laws. The Restaurant Owner shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Restaurant Owner shall carry Comprehensive Public Liability and Property Damages Liability Insurance, and if alcoholic beverages are served Liquor Liability Insurance, with limits hereinafter set forth to cover the Restaurant Owner and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance. The Restaurant Owner (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Restaurant Owner shall furnish a certificate of insurance to the Town prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced the Restaurant Owner shall furnish the Town with a certificate of insurance evidencing same.

4. Maintenance. The Restaurant Owner shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Restaurant Owner assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Restaurant Owner include but are not limited to:

Plant maintenance, lawn maintenance, if any;

General maintenance and cleaning of fixtures;

Sweeping;

Trash removal; and

Security, including the removal of any person who becomes disorderly. The Restaurant owner shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.

5. Term. The license granted herein shall begin after it is approved by the Board of Selectmen and upon execution of this Agreement and payment of the License Fee and shall expire on the October 31st immediately following, unless sooner revoked. At the expiration or revocation of this License, the Licensee shall promptly remove all furniture and articles placed in the outdoor dining area, and return the area to condition at least as good prior to the issuance of this License.

6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.

7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Town for any reason whatsoever upon written notice to the Licensee from the Town. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the Town and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity, or otherwise.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

By _____

Owner and Operator of Restaurant
Located within the Town of Andover

By _____

Chairman, Board of Selectmen

Date: _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, _____
_____, whose principal place of business is at _____
_____, does hereby certify under the pains and penalties of perjury that he has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification No. of _____: _____
Licensee Number

EXCERPT OF THE CODE OF THE TOWN OF ANDOVER



Article X1 Section 9, Outdoor dining.

(a) Outdoor dining licenses.

(1) Purpose, scope, authority. The purpose of this bylaw is to provide for the licensing of outdoor dining areas of appropriate design, configuration, and appearance that will be an amenity to the Town during the spring, summer and fall. The Board of Selectmen may issue annual outdoor dining licenses which shall be for the period from April 1 to October 31. Licenses shall be valid for one season and must be reapplied for annually.

(2) Conditions of the license. The Board of Selectmen shall impose such conditions on each license as the Board determines to be appropriate and in the best interest of the Town. License fees shall be established by the Board of Selectmen. The Board of Selectmen may also make such regulations governing outdoor dining licenses as the Board considers to be necessary or appropriate to carry out the purposes of this bylaw.

(3) Design and appearance.

a. Outdoor dining areas containing nine or more seats shall be separated from their surroundings by a perimeter fence or barrier. No such fences or barriers may damage the public sidewalk. Perimeter treatments, umbrellas, furniture and trash receptacles shall be supplied by the applicant and shall be maintained in a safe and sanitary manner by the applicant. All trash receptacles shall be covered and trash removed nightly. All perimeter treatments, umbrellas, furniture and trash receptacles must be removed at the end of each season.

b. All furniture must be secured during the hours it is not in use.

Amended 10/7/09 Special Town Meeting

(4) Pedestrian and wheelchair passage. In no event shall the placement of outdoor dining furniture, umbrellas, perimeter fences or barriers create a pedestrian or wheelchair passage width of less than four feet. Restaurants shall have an accessible path of travel through the dining area at least 36 inches wide.

(5) Outdoor food preparation shall not be allowed unless approved by the Board of Health in accordance with their procedures and regulations.

(6) Other licenses and approvals. Approval of an outdoor dining area license shall not be construed as an approval of any other license or an approval for the alteration or extension of

premises where alcoholic beverages are served. The serving or consumption of alcohol outside of premises duly licensed to serve alcohol is expressly forbidden unless approved by the Board of Selectmen.

(7) Temporary seating. Due to the seasonal and temporary nature of an outdoor dining area, the seating within an outdoor dining area will not be considered an increase in the number of seats serving a restaurant or eating establishment and will not be counted toward any off-street parking requirement.

(b) Submission and approval of application.

(1) Filing procedure. Application for outdoor dining licenses shall be made to the Board of Selectmen, and a copy shall be submitted to the Board of Health and Public Safety Officer for their review. When located within the General Business and Mixed Use Zoning Districts, the applicant shall consult with the Design Review Board prior to seeking a license. Each application will include the name, address and telephone number of the restaurant owner, the proposed dates and times of operation, and a plan meeting the requirements of Section (2) below.

(2) Plan requirements. A neatly drawn scaled plan and seven copies shall be submitted with the application depicting the precise dimensions and location of the outdoor dining area; the arrangement of outdoor dining furniture, perimeter fencing, umbrellas, and any other obstruction; and the width of sidewalk available for pedestrian and wheelchair passage. The plan will also include a written description of the colors and materials to be used in the outdoor dining area. Photographs or samples of proposed furniture and materials shall be provided upon request of the Board of Selectmen or Design Review Board.

(3) Insurance. The licensee shall carry or require that there be carried workers' compensation insurance for all employees and those of its contractors and/or subcontractors engaged in work at the dining facility, in accordance with the state workers' compensation laws. The licensee shall, prior to the issuance of the license, furnish a certificate of insurance to the Town evidencing coverage for workers' compensation insurance. In addition, the licensee shall carry comprehensive public liability and property damage liability insurance and, if applicable, liquor liability insurance, to cover the licensee and its contractors and subcontractors against claims due to accidents which may occur or result from operations under the license. Such insurance shall cover the use of all equipment related to the provision of sidewalk dining services. The comprehensive general liability policy shall insure against all claims and demands for bodily injury and property damage with respect to the sidewalk dining facilities and services and shall be in such form and amount as determined by the Board of Selectmen. The Town shall be named as an "additional insured" in all policies for such insurance. The licensee (and their heirs, successors and assigns in interest) shall also agree to hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under the license. Where such insurance is renewed or replaced, the licensee shall furnish the Town with a certificate of insurance evidencing the same.

(4) Approval.

a. The Board of Selectmen may approve an outdoor dining license after determining that the design and location of an outdoor dining area is suitable to its environs and that all other requirements of the license have been met. The Board of Selectmen shall consider any comments made by the Board of Health, Safety Officer or Design Review Board prior to rendering a decision.

b. Upon approval of an outdoor dining area license by the Board of Selectmen, the owner and operator of the restaurant and the Board of Selectmen shall sign a license agreement prepared for these purposes by Town Counsel and shall pay any applicable license fee prior to the commencement of any activities under the license.

(c) Severability.

(1) If any provisions, paragraphs, sentence, or clause of this bylaw shall be held invalid for any reason, all other provisions shall continue in full force and effect.



TOWN OF ANDOVER

XI.5

REGULATIONS FOR OUTDOOR DINING LICENSES

**Board of Selectmen
Licensing Board**

**Licensing Agent for Board
Lawrence J. Murphy
Town Clerk**

Last Revised: July, 2011

XI.5 REGULATIONS FOR OUTDOOR DINING LICENSES

These regulations are adopted pursuant to Article XI Section 9 of the General Bylaws of the Town of Andover:

1. Applications for outdoor dining licenses shall be made to the Board of Selectmen by submission of an Application Form to the Town Clerk. The application will include the name, address and telephone number of the owner of the building. The application shall be signed by the owner of the restaurant and shall be accompanied by a copy of the current Permit to Operate a Food Establishment issued by the Board of Health.
2. The application shall also include twelve copies of a plan containing the information required by Article XI Section 9b2 of the Bylaws, and shall also include a plan for outdoor lighting.
3. Twelve (12) copies of the application and all supporting materials shall be submitted to the Town Clerk, who, upon determining that the application is complete, shall distribute the application to the Police Department Public Safety Officer, Fire Department, Board of Health, Treasurer, and Building Inspector. If the location is within the General Business or Mixed Use Zoning Districts, the application shall also be given to the Design Review Board.
4. Upon determination that the application is complete, the Town clerk shall establish a date for hearing on the application before the Board of Selectmen and shall notify the applicant and the departments to whom the application has been submitted for comments. The departments shall submit comments to the Board of Selectmen either in writing prior to the date of the hearing or in person at the hearing on the application.
5. If the license is approved by the Board of Selectmen the owner and operator of the restaurant shall sign a License Agreement and shall provide a Certificate of Insurance as required by the Bylaw and shall pay the License Fee before issuance of the License and before commencement of any activities under the License.

6. Applicants who hold an alcoholic beverages license shall provide a detailed alcohol control plan/strategy as part of their Outdoor Dining application packet. The alcohol control plan shall include what steps the manager shall take to ensure alcohol remains only on the licensed premises, including signage, staff instructions, monitoring of the outdoor dining area, etc. The applicant shall also submit the TIPS or alcohol server training certificates for the manager and all shift managers as part of the application packet.

7. The Licensee shall provide evidence of insurance, as required by the Bylaw and the License Agreement. The Licensee shall carry or require that there be carried Workers' Compensation insurance for all employees and those of its contractors and/or subcontractors engaged in work at the sidewalk dining facility, in accordance with the State Workers' Compensation Laws. The Licensee shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Licensee shall carry Comprehensive Public Liability and Property Damage Liability Insurance and, if applicable, Liquor Liability Insurance with limits hereinafter set forth to cover the Licensee and its contractors and subcontractors against claims due to accidents which may occur or result from operators under this Agreement. Such insurance shall cover the use of all equipment related to the provision of sidewalk dining services. The Comprehensive General Liability Policy and, if applicable, Liquor Liability Insurance shall insure against all claims and demands for bodily injury and property damage with respect to the sidewalk dining facilities and services, with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies of such insurance. The Licensee (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Licensee shall furnish a certificate of insurance to the Town prior to commencing provisions of the facilities and services authorized under the Licensee. Where such insurance is renewed or replaced the Licensee shall furnish the Town with a certificate of insurance evidencing the same.

8. Upon notification from the Department of Public Works that weather conditions or work to be performed on the property of the Town requires removal of the outdoor dining furniture, the applicant shall immediately remove all of its property associated with the outdoor dining license from the public property.
9. The License is revocable at will by the Town for any reason whatsoever upon written notice to the Licensee from the Town. The License Agreement shall stipulate that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity or otherwise.
10. The Licensee shall comply with all applicable laws, rules, regulations, and conditions of other licenses and permits.
11. In granting a Licensee, the Board of Selectmen may impose such additional conditions as it determines to be appropriate.

Voted: January 26, 2009

Amended: July 11, 2011