



**TOWN OF ANDOVER
TOWN CLERK'S OFFICE**

36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

**OUTDOOR DINING & RETAIL LICENSE
APPLICATION PROCESS INFORMATION**

As the spring and summer months approach, you may be interested in obtaining an Outdoor Dining & Retail License, permitting your establishment to use Town-owned space for outdoor dining or retail.

Please refer to the following checklist and information to help organize your application for submission. If you have further questions regarding this application process, please contact the Town Clerk's Office.

Application Packet Checklist:

- \$125 non-refundable application fee (NOTE: Application fee must be in the form of a check or money order made payable to TOWN OF ANDOVER)
- Outdoor Dining & Retail Application
- Outdoor Dining & Retail Addendum
- Scaled Plan (applicant must submit 12 copies if the plan is in a form larger than 8.5"x11". No rolled plans will be accepted. All plans must be folded to fit 8.5"x11")
- Worker's Compensation Affidavit
- Worker's Compensation Policy Declaration Page
- Comprehensive Public Liability and Property Damage Liability Insurance Certificate
- Liquor Liability Insurance Certificate (applicable to all restaurants that hold an Alcoholic Beverages License)
- Copy of current Permit to Operate a Food Establishment issued by Board of Health (applicable for restaurants only)
- Copy of TIPS or alcohol server training certificate for all shift managers (applicable to all restaurants that hold an Alcoholic Beverages License)
- Signed License Agreement

IMPORTANT NOTES:

Select Board Hearing

If this is the first time your establishment is requesting an Outdoor Dining & Retail License, or if your outdoor dining/retail plan has a substantial change from last year, your application is subject to a hearing before the Select Board and your attendance at that hearing is mandatory.

Alcoholic Beverage Licensees

Please note that the proposed outdoor dining area must be a covered premise under your Alcoholic Beverages License. If this is not the case, in addition to the Outdoor Dining & Retail application, you must also submit an application for an Alteration of Premises. If your establishment was granted a temporary alteration of premises during Covid, that alteration must now be made permanent through a one-time transaction that will cover your establishment for future outdoor dining seasons. Please contact the Town Clerk's Office for more information regarding this application process.



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OUTDOOR DINING & RETAIL LICENSE APPLICATION

DBA:	
MANAGER/CONTACT NAME:	
EMAIL:	
PHONE:	
FID/SS#:	

OWNER OF BUILDING:	
BUILDING OWNER PHONE:	
BUILDING OWNER EMAIL:	
BUILDING OWNER MAILING ADDRESS:	

PREMISE ADDRESS:	
ZONING DISTRICT:	
WIDTH OF SIDEWALK:	<i>(In no event shall a license be granted where the total width of the sidewalk is 4 feet or less).</i>
NUMBER OF OUTDOOR TABLES:	
NUMBER OF OUTDOOR SEATS:	
NUMBER OF RETAIL FIXTURES:	
PROPOSED DATES OF OUTDOOR DINING/RETAIL:	
PROPOSED TIMES OF OUTDOOR DINING/RETAIL:	From: _____:_____ <input type="checkbox"/> am <input type="checkbox"/> pm Until _____:_____ <input type="checkbox"/> am <input type="checkbox"/> pm

DOES THE LOCATION HOLD AN ALCOHOLIC BEVERAGES LICENSE?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THIS APPLICATION TO RENEW AN OUTDOOR DINING LICENSE GRANTED IN A PRIOR YEAR?	<input type="checkbox"/> YES <input type="checkbox"/> NO

I certify under the 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 of Applicant: _____ **Date:** _____



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OUTDOOR DINING & RETAIL ADDENDUM

SECTION 1: REQUIRED PLAN

1. Submit a detailed, scaled plan of the outdoor dining/retail area showing the proposed:
 - Precise location of the outdoor dining/retail area
 - Precise dimensions of the outdoor dining/retail area
 - Location and dimensions of perimeter fencing
 - Width of sidewalk
 - Placement of retail furniture and fixtures
 - Placement of umbrellas or other coverings
 - Parking spaces/other public areas that will be used
 - Pedestrian and wheelchair passage

PLEASE NOTE: *If the plan is submitted in any form larger than 8.5"x11", the applicant must submit 12 copies. No rolled plans will be accepted. All plans must be folded to fit 8.5"x11".*

SECTION 2: WRITTEN DESCRIPTION OF PROPOSED PREMISES

2. Describe the proposed outdoor dining/retail area including the dimensions, proposed occupancy figures, and how the area will be enclosed.

3. Describe in detail (colors, fabrics, etc.) the proposed furniture, lighting, umbrellas or other coverings, linens, décor, and permitted signage to be used in the outdoor dining/retail area. Photographs or samples of proposed furniture and materials are encouraged and may be requested by the Select Board or Design Review Board.

SECTION 3: OUTDOOR FOOD PREPARATION

4. Is an outdoor food preparation area being proposed?
 YES NO
If yes, please consult the Board of Health

5. Describe the extent and nature of outdoor food preparation.

SECTION 3: ALCOHOL CONTROL STRATEGY *(Required for applicants who hold an Alcoholic Beverages License)*

6. Detail how the applicant will ensure alcohol purchased off-premise will not be brought onto or consumed on the outdoor dining premises. Please include plans for signage, staff instructions, and monitoring of the outdoor dining area.

7. Detail how the applicant will ensure patrons do not leave the outdoor dining premises with alcohol in their possession. Please include plans for signage, staff instructions, and monitoring of the outdoor dining area.

LICENSE AGREEMENT

By and between

THE TOWN OF ANDOVER

And

THE OWNER AND OPERATOR OF A RESTAURANT
OR RETAIL FACILITY LOCATED WITHIN THE
TOWN OF ANDOVER

This License Agreement (the "Agreement") is entered into as of _____, by and between the Town of Andover and _____ ("Licensee"). The Owner and Operator of a Restaurant or Retail Facility located within the Town of Andover.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a Restaurant or Retail facility within the Town of Andover located at _____ Andover, MA.;

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

WHEREAS, the Licensee desires to provide the public with outdoor dining or retail in an area shown on the attached plan;

WHEREAS, the Town seeks to facilitate the Licensee's ability to provide the public with outdoor dining or retail;

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

WHEREAS, the owner of the building leased by the Restaurant or Retail business, if not the Licensee itself, approves of this outdoor dining or retail facility.

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

1. License to Provide Outdoor Dining or Retail Facility. The Town of Andover hereby grants the Licensee a revocable license to provide outdoor dining or retail services at its facility located within the Town of Andover. The Licensee shall comply with the terms of this Agreement, the License granted by

the Select Board, any other license related to the Facility, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Select Board. Within the licensed area, the licensee may put and maintain no more than _____ tables and _____ chairs _____, or _____ retail fixtures. All such services will be provided at the sole cost and expense of the Licensee. The Town of Andover shall not be liable for such cost nor obligated to reimburse the Licensee for the same. The Licensee 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 Licensee 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 relating to or arising from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.

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 outdoor 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 General Liability and Property Damages Liability Insurance, and if alcoholic beverages are served, Liquor Liability Insurance, with limits hereinafter set forth to cover the Licensee and its contractors and subcontractors against claims 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 or retail services. The Comprehensive General Liability Policy, and if applicable, a 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance with specific reference as to coverage related to this License Agreement. All such policies shall provide a waiver of subrogation in favor of the Town and such policies shall be primary coverage, with those provisions required to be stated on the Certificate of Insurance provided to the Town. 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 such insurance to the Town prior to commencing any work, construction or services of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced the Licensee shall furnish the Town with a Certificate of Insurance evidencing same.

4. Maintenance. The Licensee shall maintain the premises utilized for the provision of outdoor dining or retail facilities and services under this Agreement in a clean and orderly condition. The Licensee 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 Licensee include but are not limited to:

- a. Plant maintenance, lawn maintenance, if any;
- b. General maintenance and cleaning of fixtures;
- c. Keeping barriers free and clear of any signage;
- d. Sweeping;
- e. Trash removal (including debris and food waste);
- f. Keeping public walk ways clear of any electrical cords; and
- g. Security, including the removal of any person who becomes disorderly. The Owner shall be solely responsible for any costs and losses generated by the above listed, and any other maintenance duties.

5. Term. Upon approval by the Select Board, execution of this Agreement, and payment of the License Fee, the License granted herein shall begin on June 1st and shall expire on November 1st immediately following, unless sooner revoked. Notwithstanding the foregoing sentence, this License is revocable at the will of the Select Board at any time at the total discretion of said Select Board. 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. Further, the Licensee's operations under the License may be temporarily paused in connection with the community celebration known as Andover Days.

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. In order to continue operations under this License, the Licensee must provide the licensed outdoor dining or retail services on the Wednesday through Sunday of each week during which this License is effective. Failure to operate during these days in any week may result in revocation of this License.

7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Select Board 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 or Retail
Business
Located within the Town of Andover

By _____

Owner of the Building of Restaurant or Retail
Business
Located within the Town of Andover

By _____

Chair, Select Board

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.

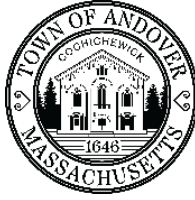
CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, _____, whose principal place of business is at _____ Andover, MA., 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.

Licensee

Number



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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:

(Required for all applicants) _____

Name of Corporate Officer:

(Required if applicant is a corporation) _____

Social Security #:

(Required if applicant is an individual) _____

Federal Identification Number (FID #):

(Required if applicant is a 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 delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass General Laws c. 62, s. 49A.



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

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: _____

Address: _____

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

- 1. I am a employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. 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]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*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: _____ 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: _____ Phone #: _____

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 Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia