

TOWN OF KENNEBUNK

ALCOHOL POLICY – TOWN STREETS

BACKGROUND

The Town has possible areas within the street network that may provide for a street to be closed to traffic for an event. The intent of this policy is to allow limited alcohol consumption at such events while protecting the Town, its citizens, visitors and Town property. The Town believes in a positive recreational experience for its youth and as such requires that all events geared toward youth prohibit alcohol.

OBJECTIVES

The objectives of Kennebunk’s Alcohol Policy on Town Streets are as follows:

- To allow limited alcohol consumption during events on designated streets as approved by the Board of Selectmen.
- To promote the safety and protection of the members of the community and the public, and to protect property owned by the Town of Kennebunk.
- To endorse self-responsibility and respect for others in the use of alcohol at events on Town property and discourage high-risk alcohol-related practices that may endanger individuals or result in damage to property.

APPROVAL

- The Police and Fire Departments shall review the plan and make recommendations for the public safety of the participants.
- Each request will require a public hearing before approval by the Board.
- The Board of Selectmen approves each application and reserves the right to deny an application for any reason

PRIORITIES FOR USAGE

Town events that are presented by the various departments and committees have preference over private functions for available dates and locations. Once a date is selected, only the Board of Selectmen can overrule a booking.

- Town Departments, Town Committees and Town Events
- Residents and/or Town businesses sponsoring the event
- Meetings of groups to which the Town is a sponsor or member

The following considerations and subsequent risk chart provides specific details regarding the implementation of this policy and objectives above.

GENERAL CONSIDERATIONS

Alcohol may only be consumed as part of an event that is approved by the Town through this alcohol policy. Periods of alcohol consumption will not overlap with regularly scheduled events. Town playing fields, playgrounds and family areas are off limits to alcohol at all times. Any alcohol usage is restricted to a designated street area.

This policy applies to all Town-owned streets. Sidewalks access would be re-routed as necessary. The street (or portion of) must be closed to traffic if alcohol is to be served.

The Police and Fire Departments shall review the plan and make recommendations for the public safety of the participants. The Board of Selectmen requires that participants in all events be respectful of the neighbors in surrounding homes and businesses. The Alcohol Risk Chart set forth below will be used to determine fees and other specifics.

Events at which alcohol is to be served must be booked at least two (2) months in advance. A non-refundable deposit (of _____ [or] in an amount set forth in the Alcohol Risk Chart) is required at the time of event booking. Any other deposits/fees required for the use of the defined street section shall apply as outlined.

At least thirty (30) days prior to the event, the Applicant/Lessee must deliver to Town staff: 1) the full rental fee; 2) the damage/clean-up deposit; 3) copies of all required permits, licenses and insurance certificates; 4) name(s) of the State-licensed caterer or Town-approved victualer licensee who will be staffing the event; 5) name(s) of the trained server(s) who will be staffing the event and proof of their training; and 6) the name of the Responsible Party, designated by the Applicant/Lessee. Should these requirements not be met, alcohol may not be served at the event and the Board of Selectmen may elect to rescind the special event and/or municipal approval of the area and retain the Applicant's/Lessee's non-refundable deposit.

The Responsible Party is the contact person during the event and as such must be present for the entire event. All event workers are expected to refrain from consuming alcohol while working at the event. All event workers should be provided with highly visible identification such as a button, badge, apron, uniform or other form of identification. If the risk associated with the event, as set forth in the Alcohol Risk Chart included below, requires that a police officer be hired, this expense will be borne by the Applicant/Lessee.

Alcohol may be sold and/or served providing all local, state and federal alcohol laws and policies are adhered to, and any permits conspicuously posted. The Applicant/Lessee must obtain all required local and/or state permits that are necessary for the sale and distribution of alcoholic beverages. The Applicant/Lessee must serve alcohol responsibly. Patrons of the event are strictly prohibited from bringing in their own beverages or "brown bagging." The Applicant/Lessee is responsible for the purchase and transportation of all alcoholic beverages. All alcohol and related containers must be removed from the premises immediately after the event. Non-alcoholic beverages are to be available at all events. Food must be served in conjunction with alcohol service. Appropriate cleaning of the area to minimize any alcohol smell shall be accomplished by the Applicant/Lessee.

There will be no unreasonably loud noise or music allowed after 10:00 PM, including departing guests and vehicles. The Town has a Noise Ordinance, which is listed under 3-19 of the Town Ordinances and applies to all events.

- The activity shall not extend beyond the hours approved in the request.
- Activities shall be restricted to the area for which permission is granted.
- The organization using the designated street area shall be responsible for moving its equipment, material and supplies from the event area.
- If Public Works assistance is needed, as determined by the administration, a charge will be assessed and must be paid within 30 days.
- The designated street area will be carefully examined after use. The applicant will promptly reimburse the Town for any loss or damage occurring as a result of the use of the street area.
- No property is to be altered or removed from the premises.
- No decorations or materials will be attached to the signs, telephone poles, or light poles in a permanent nature.
- No reservation will be considered secured until the Town's administrative official approves the use and the fees are paid.

SERVING CONSIDERATIONS

The Board of Selectmen requires that all alcohol servers have TIPS training (Training for Intervention Procedures) approved by the State of Maine. Alcohol must be served only from area(s) designated by the application at the time of event booking (could be tent, etc.). The Applicant/Lessee must designate a caterer/TIPS trained server or bartender to serve and oversee the alcoholic beverage area at all times. This person is responsible for verifying the legal age of each person consuming alcohol. Bottled beer and other alcoholic beverages must be served in paper or plastic containers or glassware provided by the caterer. Proper recycling of empty alcohol containers is the responsibility of the Applicant/Lessee. All bottles must remain behind the bar area. No person less than 21 years of age may serve, possess and/or consume

alcoholic beverages on Town properties. No marketing practices to encourage alcohol consumption will be allowed. Oversized drinks, contests, volume discounts or similar incentives are not permitted. The Applicant/Lessee shall ensure signs are posted indicating any alcohol-restricted areas.

An adequate supply of food must be served/available to persons attending the event. It is recommended that all event organizers take steps to encourage food consumption to help reduce the risk of intoxication. The caterer/TIPS trained server must file liquor liability insurance with the Town named as additional insured. Alcoholic drinks (limited to beer, wine and champagne) are allowed. **No liquor or mixed drinks are allowed under any circumstances.** Only a caterer or TIPS trained server may dispense beer from kegs or barrels. Non-alcoholic beverages must be made available and at a lower cost than any alcoholic beverages. The serving of all alcoholic beverages must cease at least one (1) hour prior to the specified ending time on the special event and/or municipal facility use application signed by the Applicant/Lessee.

LOSS OF SERVING PRIVILEGE/REVOCAION OF RENTAL OR USE AGREEMENT

Violations of any State of Maine laws will result in loss of serving privileges and may result in loss of facility use privileges. All posted rules must be adhered to. Violations of posted rules may result in loss of service to specific individuals, loss of serving privileges, or termination of the rental/use agreement depending on the severity of the violation. It is the responsibility of the Applicant/Lessee to prevent underage consumption of alcohol, to prevent intoxicated or rowdy persons from entering events, to manage patrons from becoming intoxicated, to refuse service to intoxicated patrons, and to facilitate the safe removal of patrons from the event, if their actions warrant removal. Alcohol distribution may be discontinued for any patron or for an entire event at the discretion of the caterer, TIPS-trained staff, police officer, Town staff person, or the Board of Selectmen. Profanity, disorderly acts or illegal activities of any kind are absolutely prohibited. Those violating this prohibition will be ejected from the premises. If any individuals at the event become too disruptive, the Town staff person on duty is authorized to order them to leave or notify law enforcement. The Board of Selectmen or its designee reserves the right to discontinue the service of alcoholic beverages at any time during a function. Rental/use agreements can be revoked at any time and any violation of this policy may result in immediate termination of the event without refund.

CLEAN UP AND DAMAGE ASSESSMENT

The Town staff or designee will determine adequacy of clean up and extent of damages. A preliminary assessment will be done at the time of closing; final assessment will occur on the next business day preferably with the Applicant/Lessee present. If clean up or damages exceed the damage deposit, the Applicant/Lessee will be responsible for the remaining balance. If no damage occurs during the event, a refund check of the entire amount will be mailed to the Applicant/Lessee within ten (10) days after the event. Partial refund checks will be issued after expenses have been determined to remedy issues. If damages exceed the deposit, it is the responsibility of the Applicant/Lessee to, within three (3) business days of the event, either cover the cost of the excess damages or submit an insurance claim against the event policy and assure that the claim is processed to the satisfaction of the Town. The Board of Selectmen reserves the right to refuse to rent to a particular group or individual at any time and in the future if a rental results in excessive clean up or damage.

Requirements for the Refund of the Security Deposit

- Streets and sidewalks are swept and ready for usage.
- The renter shall remove all trash, garbage and recyclables from the premises.
- Grassy areas will be cleaned.
- Any other items as assigned by Town staff.

INSURANCE AND INDEMNIFICATION

The Applicant/Lessee must 1) comply with all general liability insurance requirements set forth in the relevant special event and/or municipal facility use applications; and 2) submit a liquor liability insurance certificate naming the Town as additional insured. The Applicant/Lessee must also indemnify, defend and hold harmless the Town, its elected officials, public officials, employees and volunteers from claims, damages, losses and expenses, which might arise as a result of the event taking place. A copy of the caterer's

or TIPS-trained server’s liquor liability insurance policy, with the Town named as additional insured, must be submitted to the Town staff no less than 30 days prior to the event.

DRINKING AND DRIVING

The Applicant/Lessee will be responsible for promoting safe transportation options for all the drinking participants.

SECURITY

The Applicant/Lessee will be responsible for hiring a Town staff member; and one or more security officers and/or TIPS-trained “bouncers”, as indicated in the Alcohol Risk Chart set forth below.

Low risk events require one (1) police officer or “bouncer” with TIPS training; moderate risk events require one (1) police officer and one (1) “bouncer” with TIPS training; high risk events require two (2) police officers and one (1) “bouncer” with TIPS training. Security will not be required during the rental set-up and clean-up periods.

Town of Kennebunk Municipal Facility Alcohol Risk Chart

Choose conditions associated with highest risk category as determined by the number of people attending event.

Risk	Low	Moderate	High
Number of people	1 - 50	51 - 100	101 – 200 *
Police Officers (in addition to one Town Staff member hired by the Applicant/Lessee)	1 police officer <u>or</u> 'bouncer' with TIPS training	1 police officer <u>and</u> 1 'bouncer' with TIPS training	2 police officers <u>and</u> 1 'bouncer' with TIPS training
Fee (in addition to regular facility use/rental fees)	\$30/hour	\$80/hour	\$130/hour
Damage/Clean-up deposit Two deposits are required; one for the facility and second for damage and clean up.	\$250	\$500	\$1,000
Servers/Caterer (TIPS training or equivalent)	Min. 1 TIPS trained server	Min. 1 TIPS trained server	Min. 2 TIPS trained servers

*events with over 200 participants, levels of staffing will be determined

The Board of Selectmen reserves the right to amend and/or introduce other policies and restrictions from time to time at its discretion.

Policy Adopted: September 11, 2012

**TOWN OF KENNEBUNK
MUNICIPAL STREET USE APPLICATION & AGREEMENT
FOR USE OF ALCOHOL**

(This form does not reserve any facility for exclusive use by the applicant. Additional special event/and or municipal facility use applications may be required.)

Applicant/Lessee's Name: _____

Applicant/Lessee's Address: _____

Applicant/Lessee's Telephone number(s): _____

Kind of Function/Event: _____

Day and Date of Function/Event: _____

Time of the Function/Event: _____

Street(s) Requested to be Used: _____

Approximate # Invited/Expected: _____

Name of Responsible Party: _____

The Responsible Party is the contact person during the event and as such must be present for the entire event.

Will alcohol be served by you or by another person or party? (Circle one) YES NO

A State-licensed caterer or Town-approved Victualer/Liquor License is required for functions where alcohol is served and must be provided to the Town at least thirty (30) days prior to the event.

Do you agree to execute an agreement that you and/or your company will indemnify, defend and hold the Town of Kennebunk harmless from all claims arising out of the use of the requested facility?

(Circle one) YES NO

If you circled Yes, then execute the agreement attached.

If you circled No, then do not complete and do not file this application and seek another location for your event.

Do you agree that your company, your caterer or a TIPS-trainer server working at the event, will provide the Town of Kennebunk with a copy of a commercial general liability insurance policy (minimum liability coverage is \$1 million; for over 1,000 people, \$2 million is the minimum) and a liquor liability insurance policy both naming the Town of Kennebunk as an additional insured party, and that you will exhibit evidence showing that this has been done and showing the amount of insurance carried to the Town office at least thirty (30) days before the commencement of the event indicated.

(Circle one) YES NO

If you circled No, do not complete and do not file this application and seek another location.

Is this event a public or private event? _____Public _____Private

I understand that if my application is approved, I must adhere to all of the requirements of the Town of Kennebunk's Alcohol Policy for Town Streets, as well as other relevant Town policies.

These items are required at the time of the application submission

- **Insurance Policy**
- **Non-refundable deposit**
- **TIPS training certificates and any alcohol server**
- **Damage/clean-up deposit**
- **Victualer or catering license**
- **Listing of who is staffing event**
- **Name of the Responsible Party (individual and corporation)**

The Town requires a non-refundable deposit with this application. The deposit, along with all appropriate documents, must be submitted at the same time.

Please sign this application and the attached referenced Agreement to Defend, Hold Harmless and Indemnify the Town of Kennebunk for use of Town-owned Real Property.

I, _____, do swear, on the pains and penalties of perjury, that the information provided above is true and correct.

Signature: _____
(Applicant/Lessee)

Date: _____, 20__.

Printed Name: _____

Entity: _____

Title: _____
(if signing other than as an individual person)

Application determined to be complete:

_____ The Police and Fire Departments have reviewed the plan and, if necessary, made recommendations for the public safety of the participants.

_____ A public hearing has been scheduled/was held on _____.

Signature: _____
Town Manager (on behalf of the Board of Selectmen)

_____, 20____.
Date approved by Selectmen

_____ Application approved subject to proof of required insurance
(conditions, if any, are listed below)

_____ Application denied
(statement of reasons are listed below)

**PROMISE AND AGREEMENT TO DEFEND, HOLD HARMLESS, AND
INDEMNIFY THE TOWN OF KENNEBUNK, MAINE
FOR USE OF TOWN-OWNED REAL PROPERTY**

Completion and execution of this form is required in conjunction with use of a facility of the Town of Kennebunk for a private event or function.

THIS IS AN IMPORTANT LEGAL DOCUMENT, IN WHICH THE SIGNER MAKES SIGNIFICANT AND POTENTIALLY COSTLY FINANCIAL COMMITMENTS TO THE TOWN OF KENNEBUNK. NO ONE SHOULD SIGN THIS DOCUMENT WITHOUT FIRST CONSIDERING HAVING LEGAL COUNSEL OF HER OR HIS CHOICE REVIEW IT.

This Agreement to Defend, Hold Harmless, and Indemnify the Town of Kennebunk, Maine is made by the undersigned _____ (“Applicant/Lessee”), of _____, Town of _____ County of _____ and State of _____, in favor of the Town of Kennebunk, a municipal corporation located in York County and State of Maine (“the Town”), its successor and assigns.

In consideration for the Town’s permitting Applicant/Lessee to host a private function or event, specifically a _____, on Town-owned property, specifically on/at _____, on _____ 20____, which I acknowledge to be good and valuable consideration for the undertakings I make here, I, the undersigned Applicant/Lessee, do hereby promise and covenant that I will defend and hold harmless the Town, its officers and officials, employees, volunteers, agents, and representatives, and its and their successors and assigns (“Town Parties”), from and against any and all actions, causes of action, suits, claims, proceedings, judgments, losses, recoveries, damages and expenses of every kind, including, but not limited, to attorney’s fees, reasonable investigative and discovery costs, and court costs, as well as for injunctive or non-monetary relief, arising in any way from the use of the property described above on the date(s) stated above and that I will indemnify the Town Parties for all sums that it or they may pay or become obligated to pay, to anyone or any entity on account of or arising in any way whatsoever from the use of the property described above on the date(s) stated above; and I further say that I understand and intend that this commitment can and will be enforced against me to the maximum extent allowed by law, and without regard to whether a claim (or cause of action, etc., as described above) arises out of contract or negligence, including but not limited to claims for property damage or death, and without regard to whether any such claim arises from or is alleged to arise in part or in whole from the negligence of the Town Parties.

If I sign below in a representative capacity, then I represent and personally warrant that I am duly authorized to sign in that representative capacity, and I acknowledge, understand, and agree that by signing I bind the entity for which I sign, and its successors and assigns, to every undertaking in this document.

In witness whereof, I acknowledge that I have read and executed this Agreement to Defend, Hold Harmless and Indemnify the Town Parties, at the place and on the day appearing below, that I fully understand its terms and understand that I am making a substantial, binding legal commitment, constituting a potentially financially expensive commitment, by signing it, and that I intend my signature to evidence this my undertaking of my commitment and intention to defend and to hold harmless, and to indemnify as described above, and in all instances and in any event, to the greatest and fullest extent allowed by law, and I intend my commitment to be enforceable against me, the Applicant/Lessee, to that same extent.

Applicant/Lessee: _____
Signature

Witness: _____
Signature

Applicant/Lessee: _____
Printed Name

Witness: _____
Printed Name

Capacity of signer, if other than as individual:

Date: _____

Done at Kennebunk, York County, Maine.