

**Town of Belgrade
Alcohol Policy
March 18, 2008**

BACKGROUND

The Center for All Seasons and the North Belgrade Community Center are Town owned facilities that may be rented by citizens of the Town and others for special events such as weddings, anniversaries, and retirement functions. The intent of this policy is to allow limited alcohol consumption at such events while protecting the Town, its citizens, visitors and Town property. By allowing limited alcohol use, it is envisioned that these facilities will be used more frequently for such events opening up a source of additional revenue to help defray the costs of maintaining these facilities. This policy seeks to encourage additional use of the facility rather than replacing any current uses. The Town believes in a positive recreational experience for its youth and as such requires that all events geared to youth prohibit alcohol.

OBJECTIVES

The objectives of Belgrade's Alcohol Policy are as follows:

1. To allow limited alcohol consumption at the Center for All Seasons and the North Belgrade Community Center during rental events and facility fundraising events.
2. To promote the safety and protection of the members of the community and the public, and to protect property owned by the Town of Belgrade.
3. To endorse self-responsibility and respect for others in the use of alcohol and discourage high-risk alcohol related practices that endanger individuals or results in damage to property.
4. To assure that Town facility use priorities are maintained.

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

GENERAL CONSIDERATIONS

Alcohol may only be consumed as part of a reception or other special event. Pool and swimming areas are closed during events at which alcohol is served. Periods of alcohol consumption will not overlap with regularly scheduled library hours during rental events. Belgrade Center for all Seasons' green space is considered a family area and should be off limits to alcohol at all times with the exception of areas under a tent erected specifically for the event. The Board of Select Persons shall require closure of the entire facility to the public during events and require that an individual provided by the Lessee, be stationed at the entrance of the facility informing the public of the closure; rental fees will reflect rental of the entire facility. The Board of Select Persons require that participants in all events be respectful of the neighbors in surrounding homes. The Alcohol Risk Matrix table shall be used to determine fees above regular rental rates and other specifics.

Events at which alcohol is to be served must be booked at least two months in advance. A non-refundable deposit is required at the time of event booking. The contracted rental fee must be paid in full at least 2 weeks prior to the event. The Lessee must provide a copy of the required permits and/or licenses, insurance to the programming director two weeks prior to the event or alcohol will not be allowed at the event. In the event that the insurance policy certificate, permit(s), damage deposit, and/or remaining balance are not submitted to the center staff at least two weeks prior to the event, the Board of Select Persons may terminate the Lessee and retain damage/clean up deposit.

The name(s) of the caterer / tips trained server(s) , along with the appropriate proof of training must be submitted two weeks in advance of the event. The name of the Responsible Party, designated by the

Lessee, must be submitted two weeks prior to the event. 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 visual identification such as a button, badge, apron, uniform or other form of identification. If the risk associated with the event requires that law enforcement officers be hired, this expense will be borne by the Lessee.

Alcohol may be sold and/or served providing all state and federal alcohol laws and policies are adhered to, and any permits conspicuously posted. The Lessee must obtain all required local and/or state permits that are necessary for the possession and distribution of alcoholic beverages. The Lessee must serve alcohol responsibly. Patrons of the event are strictly prohibited from bringing in their own beverages or "brown bagging." The 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.

SERVING CONSIDERATIONS

The Board of Select Persons requires that all alcohol servers have TIPS training (Training for Intervention Procedures) or equivalent training approved by the State of Maine. Alcohol must be served only from area(s) designated by the facility director at the time of event booking (gym, social room, porch, and/or tent). The 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/or wine coolers must be served in plastic or Styrofoam cups or glassware provided by the caterer. Proper recycling of empty alcohol containers is the responsibility of the Lessee. All bottles will remain behind the bar area. Beverages are to be served in paper or plastic containers. No person less than 21 years of age may serve, possess and/or consume alcoholic beverages in any area in the Town of Belgrade. No marketing practices to encourage alcohol consumption will be allowed. Oversized drinks, contests or volume discounts are not permitted. The 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. 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 substantially 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 contract signed by the Lessee. There will be no unreasonably loud noise or music allowed after 11:00 PM, including departing guests and vehicles.

LOSS OF SERVING PRIVILEGE/REVOCAION OF RENTAL AGREEMENT

Violations of any state of Maine laws will result in loss of serving privileges and all posted rules must be adhered to. Violations may result in loss of service to specific individuals, loss of serving privilege, or termination of rental event depending on the severity of the violation. It is the responsibility of the 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. TIPS (or equivalent) trained servers shall be used as they are trained in such capacity. Tips trained servers are required by law not to serve an intoxicated person or to serve anyone to the point of intoxication. Alcohol distribution may be discontinued for any patron or for an entire event at the discretion of the

center staff, bartender/caterer/tips trained server, or deputies on duty. Profanity, objectionable language, 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 staff person on duty is authorized to order them to leave or call the police. The Board of Select Persons reserve the right to discontinue the service of alcoholic beverages at any time during a function; observations of violations by staff will require the party to stop serving all alcohol immediately. Rental agreements can be revoked at any time and any violation of this policy will result in immediate termination of the event without refund.

CLEAN UP AND DAMAGE ASSESSMENT

The center staff or director will determine adequacy of clean up and extent of damages. A preliminary assessment will be done at the time of close-up; final assessment will occur on the next business day preferably with the Lessee present. Assessment includes but is not limited to areas inside the building, the porch area, parking areas, tent site, outbuildings and facility grounds. If clean up or damages exceed the damage deposit then the 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 Lessee within ten 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 Lessee to submit an insurance claim against the event policy within 3 business days of the event and assure that the claim is processed to the satisfaction of the Town. The Board of Select Persons reserve the right to refuse to rent to a particular group or individual in the future if a rental results in excessive clean up or damage.

INSURANCE

As of February 2008, MMA Risk Management Services stated that the Town is covered through its current policy with no increase to the Town's premium providing the following conditions are met: a facility use agreement is filled out in advance, and, the Lessee uses a licensed caterer/tips trained server, that holds a current insurance policy covering catered events at which alcohol is served. The facility use agreement indemnifies the Town, its elected officials, public officials, and employees from claims, damages, losses and expenses, which might arise as a result of this event-taking place. A copy of the caterer's/tips trained server's insurance policy must be submitted to the center staff no less than two weeks prior to the event.

DRINKING AND DRIVING

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

SECURITY

The Lessee will be responsible for hiring one Center staff member and Security personnel as indicated in the Risk Matrix Table. Low risk events require 1 security officer or 'bouncer' with TIPS training; Moderate risk events require 1 security officer and 'bouncer' with TIPS training; High risk events require 2 *security officers and 1 'bouncer' with TIPS training.

The Town of Belgrade Alcohol Policy is in effect commencing _____, 2008.

The Belgrade Board of Selectpersons reserves the right to amend and/or introduce other policies and restrictions from time to time at its discretion. (As given the authority by the legislative body at the March 15, 2008 Town Meeting, Article # 40)

Signed by the Belgrade Board of Select Persons on this 18th day of March, 2008

Select Person, Chair

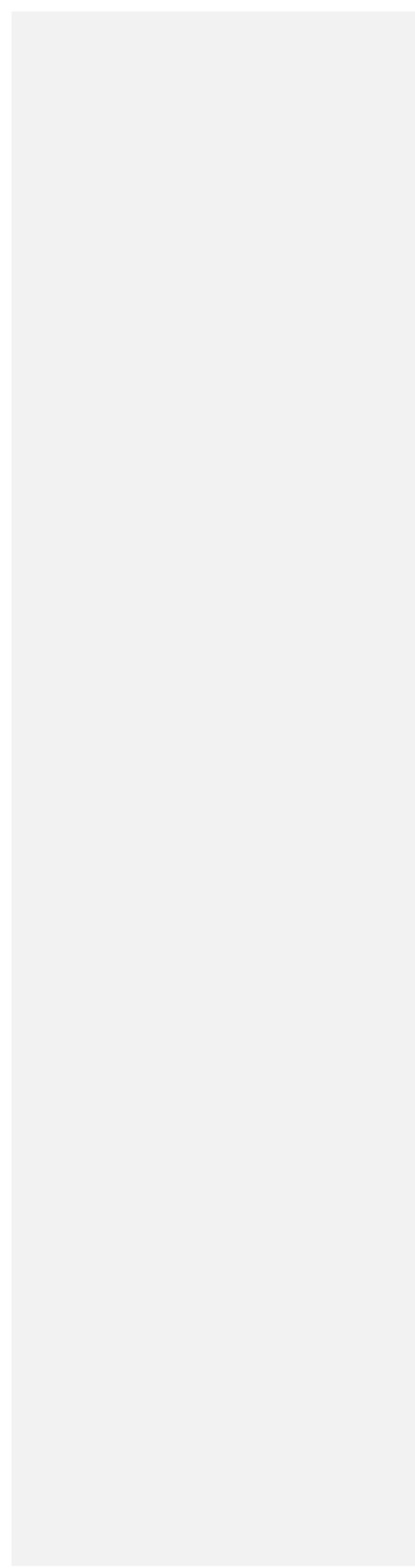
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Revised on June 15, 2008.



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Town of Belgrade Alcohol Risk Matrix Table: Choose conditions associated with highest risk category as determined by the type of alcohol or number of people attending event.

| Risk | Low | Moderate | High |
|---|--|---|---|
| Type of Alcohol | Champagne Beer, Wine | Champagne, Beer, Wine | Champagne, Beer, Wine |
| Number of people | 1 - 50 | 51 - 100 | 101 - 200 |
| Security (in addition to one Center Staff member hired by the Lessee) | 1 security officer or 'bouncer' with TIPS training | 1 security officer and 'bouncer' with TIPS training | 2 *security officers and 1 'bouncer' with TIPS training |
| Rental Fee * (in addition to regular facility use fees) | \$30/hour | \$80/hour | \$130/hour |
| Damage/Clean-up deposit ** | \$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 |
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*Regular Facility Use Rental fees for Community Centers are as follows:

Center For All Seasons – Resident - \$35.00 per hour /Center For All Seasons – Non-Resident - \$70.00 per hour

North Belgrade Community Center – Resident - \$10.00 per hour / North Belgrade Community Center – Non-Resident - \$20.00 per hour

***NOTE: Set up and Clean up –The regular non-alcohol fee of \$35.00 for the Center For All Seasons and \$10.00 per hour will be charged to residents during the set-up and clean-up of each rental facility. The regular non-alcohol fees will be charged to non-residents during set-up and clean-up.**

***NOTE: Security will not be required during the rental set-up and clean-up periods.**

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