

TOWN OF RIVERHEAD

Resolution # 318

**RATIFIES ADOPTION OF AMENDMENT TO ALCOHOL POLICY
FOR THE TOWN OF RIVERHEAD**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Town has experienced exponential growth in the use of the Town facilities and an increase in the number of Special Events as defined and provided under Chapter 90 of the Town Code of the Town of Riverhead; and

WHEREAS, those Special Events seek use of the several facilities that are Town-owned, as well as well as Town highways, parking fields; and

WHEREAS, the Town of Riverhead seeks to protect the health, safety, and welfare of all attendees at events proposing to serve alcohol; and

WHEREAS, the Town Board, by Resolution #706 adopted on October 6, 2015, adopted an Alcohol Policy for the Town of Riverhead; and

WHEREAS, the Town Board desires to amend the current Alcohol Policy for the Town of Riverhead regarding comprehensive general liability and liquor liability insurance policy limits as stated on Page 6 of 10.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby adopts the attached amended Alcohol Policy for the Town of Riverhead; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

ALCOHOL POLICY

PURPOSE

The Town has experienced exponential growth in the use of the Town facilities and an increase in the number of Special Events as defined and provided under Chapter 90 of the Town Code of the Town of Riverhead. With increasing frequency, those Special Events seek use of the several facilities that are Town-owned, as well as well as Town highways, parking fields. The purpose of this Policy is to ensure that oversight and sound judgment are exercised by all organizations when, in connection with a Special Event as approved under Chapter 90 of the Town Code of the Town of Riverhead, such entity is proposing to allow the serving of alcohol to attendees. 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 of Riverhead seeks to establish the following guidelines under this policy with the principal goal being one to protect our underage attendees and prevent to the greatest extent possible any underage consumption of alcohol; together with a secondary goal to reduce or diminish excessive consumption of alcohol by adults and attendees of a Special Event and the attendant consequences that result. In addition, the Town Board, be and hereby, determines that the within policy shall assist in effectuating public safety, public order and decorum. The Town believes in a positive recreational experience for its youth and as such requires that all events geared toward youth prohibit alcohol.

SCOPE

This policy applies to all persons sponsoring a Chapter 90 Event (sometimes “Permit Holders” or “Applicant/Lessee), occurring at a Town of Riverhead facility or on municipally owned or leased property where alcohol is being served. In case of a conflict between this policy and the Laws of the State of New York, the New York State Laws, rules and regulations take preference.

OBJECTIVES

The objectives of RIVERHEAD’s Municipal Facility Alcohol Policy are as follows:

- To allow limited alcohol consumption during events at Town facilities, highways, parking fields or other Town owned properties.
- To promote the safety and protection of the members of the community and the public, and to protect property owned by the Town of Riverhead.
- 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.
- To assure that Town facility-use priorities are maintained.

PRIORITIES FOR USAGE

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

- Town Departments, Town Committees and Town Events

- Meetings of groups to which the Town is a sponsor or member
- Uses requested by agencies or officials of county, state or federal governments
- Not-for-Profit and Civic Organizations where the meeting is open to the general public or which are intended to provide information to the general public
- Other Not-for-Profit and Civic Organizations events
- Residents and Town Businesses
- Non-residents

The Board approves each application and reserves the right to deny any permit for any reason.

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. Town playing fields, playgrounds are off limits to alcohol at all times; Town family areas, such as picnic areas are be off limits, except as otherwise permitted pursuant to Chapter 90 and Chapter 46 of the Town Code of the Town of Riverhead. Notwithstanding the exception recited above, no permit or waiver shall be issued for the service and consumption of alcohol at or within the following Town parks and playgrounds: Stotzky Park, Veterans Memorial Park and Bayberry Park.

The Town Board requires that participants in all events be respectful of the neighbors in surrounding homes and businesses. Pursuant to Chapter 90, all Applicants must comply the required filing dates set forth in Chapter 90-3(B), provide all such material and information required and set forth in the provisions of Chapter 90, and pay such fees or provide such bond or security to secure compliance with the permit as determined appropriate by the Town Board.

The Responsible Party is the contact person during the event and as such must be present for the entire event. All event workers shall 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 alcoholic 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 Chapter 81 of the Code of the Town of Riverhead 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 a Town facility shall be responsible for moving its equipment, material and supplies into and out of the facility.
- If custodial assistance is needed, as determined by the administration, a charge will be assessed and must be paid within 30 days.
- The facility 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 facility.
- No property or equipment is to be altered or removed from the premises.
- No decorations or materials will be attached to the walls; floor or ceiling in any manner which damages the building or is permanent in nature.
- No reservation will be considered secured until the Town's administrative official approves the use and the fees are paid.
- Special permission and training is required for use of the Handicapped Lift.

SERVING CONSIDERATIONS

The Town Board requires that all alcohol servers have TIPS training (Training for Intervention Procedures) approved by the State of New York. TIPS training shall be undertaken not less than 30 days prior to the Special Event. Alcohol must be served only from area(s) designated by the application at the time of event booking (social room, porch, and/or 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. The permit holders shall affix a non-removable wristband or bracelet to a person verified to be of legal age and shall place signage at the Special Event. Bottled beer and other alcoholic beverages must be served in paper or plastic containers or glassware provided by the caterer, not greater than 12 ounces for beer or cider and 5 ounces for wine/champagne. 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. 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, cider, 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 permit holder.

The following controls must also be adhered to by the permit holder:

- In the event that attendees are able to walk around the event with alcohol, ensure that the event area where alcohol is being served is secured.
- Be on duty to ensure the physical setting is safe at all times. Any unsafe condition must be reported to the facility representative and addressed appropriately.
- Ensure that guests at the event are properly supervised and ensure no one consumes alcohol in an unauthorized location.
- In the event of an approved outdoor 'beer garden', fencing is required for the outdoor designated area. It shall be a single row of fencing which is 36 inches high and be securely erected. The cost and set up of fencing is the responsibility of the event organizer.
- Ensure that all entrances and exits to the event are adequately supervised.
- Ensure that food and non-alcoholic drinks are available at all times.

LOSS OF SERVING PRIVILEGE/REVOCAION OF RENTAL OR USE AGREEMENT

Violations of any State of New York 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 permit holder 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 Town Board. 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 Town Board or its designee reserves the right to discontinue the service of alcoholic beverages at any time during a function. Chapter 90 approval and/or 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 permit holder 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, 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 permit holder 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 permit holder 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 Town Board 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

- The building, entrances, common areas, and equipment are left in a clean, secure and reasonable manner.
- Bathrooms are left in sanitary condition and ready for the next renter or user.
- Floors are swept and ready for another rental.
- No food items are left over in the cupboards, sink, stove, or refrigerator.
- All dishes are clean and dry.
- Common use/kitchen items are left for the next renter(s).
- The rental spaces are to be left set up for a meeting with tables and chairs as found with remaining chairs and tables properly stored.
- 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 permit holder 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 of Riverhead as additional insured. The Applicant/Lessee must also indemnify, defend and hold harmless the Town of Riverhead, 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 permit holder will be responsible for promoting safe transportation options for all the drinking participants.

SECURITY

As set forth in Chapter 90, the Town, including the Police Chief, Fire Marshall, Ambulance Chief and such other Town department head, shall evaluate the need and costs related to police protection and such other town services necessary to ensure public health and safety. The applicant/lessee shall be responsible for all reimbursement costs i.e. staffing of police personnel, hiring of special police officers, town employees etc deemed appropriate by the Town Board and required pursuant to the conditions of the Chapter 90 permit.

**TOWN OF RIVERHEAD MUNICIPAL FACILITY 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 numbers): _____

Kind of Function/Event: _____

Day and Date of Function/Event: _____

Time of the Function/Event: _____

Facility 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 Riverhead 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 Riverhead with a copy of a commercial general liability insurance policy (~~minimum liability coverage is \$2 million; for over 1,000 people, \$5 million is the minimum~~) and a liquor liability insurance policy both naming the Town of Riverhead as an additional insured party, providing no less than \$1,000,000.00 (one million dollars) per occurrence/\$2,000,000.00 (two million dollars) in the aggregate of general liability insurance coverage and no less than \$2,000,000.00 (two million dollars) per occurrence/\$2,000,000.00 (two million dollars) in the aggregate of liquor liability insurance coverage and each policy(ies) naming the *Town of Riverhead*, 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.

*Strikethrough represents deletion

*Underline represents addition

Alcohol Policy – Municipal Facility

Municipal Facility Use Application & Agreement (for use of alcohol)

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 RIVERHEAD ALCOHOL POLICY FOR MUNICIPAL FACILITIES, 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 for 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 Riverhead for use of Town-owned Real Property.

Town of Riverhead)
County of Suffolk) s.s.:
State of New York)

I, _____, being duly sworn, swear that to the best of my knowledge and belief the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Town Code and all other laws pertaining to the proposed application shall be complied with, whether specified or not, and that such work and inspections are authorized by the owner.

Signature _____
Owner, Agent or Responsible Party

Sworn to be before this _____ day
of _____ 20 _____

Notary Public, Suffolk County, New York

Application determined to be complete:

Signature: _____
Town

Date: _____, 20.

_____ 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 RIVERHEAD, NEW YORK FOR USE OF TOWN-OWNED REAL PROPERTY

Completion and execution of this form is required in conjunction with use of a facility or property of the Town of Riverhead a private event or function and/or for the approval of a Special Event under Town Code Chapter 90 where alcohol is being served or sold.

THIS IS AN IMPORTANT LEGAL DOCUMENT, IN WHICH THE SIGNER MAKES SIGNIFICANT AND POTENTIALLY COSTLY FINANCIAL COMMITMENTS TO THE TOWN OF RIVERHEAD. 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 Riverhead, New York is made by the undersigned ("Applicant/Lessee"), of _____, Town of _____ County of _____ and State of _____, in favor of the Town of Riverhead, a municipal corporation located in York County and State of New York ("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.

Town of Riverhead)
County of Suffolk) s.s.:
State of New York)

I, _____, being duly sworn, swear that to the best of my knowledge and belief the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Town Code and all other laws pertaining to the proposed application shall be complied with, whether specified or not, and that such work and inspections are authorized by the owner.

Signature _____
Owner, Agent or Responsible Party

Sworn to be before this _____ day
of _____ 20 _____

Notary Public, Suffolk County, New York