

## ALCOHOL POLICY

### Policy Statement

The Lower Merion Library System recognizes that it may occasionally be reasonable and beneficial to allow alcohol to be served in libraries during fundraising events or programs of a cultural or educational nature, pursuant to Township Code §20-7.

### Rules of Conduct

1. When alcohol is allowed:
  - a. The serving of alcohol by individual library boards may be allowed only after an application is received and approved by vote of the Lower Merion Library System (LMLS) Board. The application must be received at least 90 days before the proposed event and should be submitted to the board at least one week prior to the date of the upcoming LMLS Monthly Board meeting for board members to have the opportunity to consider the application.
  - b. Approval is contingent upon liability insurance and appropriate servers being in place. These details must be provided to the LMLS Director's Office at least 14 days in advance of the proposed event. If not received in a timely fashion, approval to serve alcohol will be revoked.
2. The sale of alcohol and securing a Pennsylvania Liquor Control Board (PLCB) Special Occasion Permit:
  - a. In order for alcohol to be *sold* at an event by LMLS or an individual library, a Special Occasion Permit (SOP) from the PLCB must be secured. The application for a SOP may be found online at <https://plcbplus.pa.gov/pub/Login.aspx> and includes a \$30 fee to be paid by the requesting entity. New entities should submit their application at least 30 days in advance of their event and, for entities who have applied previously, at least 10 days in advance of their event. Refer to the PLCB SOP requirements for further information.
  - b. If the alcohol being provided at a library event is free of any charge, no SOP is required; however, if the alcohol is provided in conjunction with a purchased meal or a purchased admission (e.g., ticket, donation or payment of any other fee), it constitutes a sale and the event requires an SOP.
  - c. The SOP holder (i.e., LMLS or an individual library) must be the primary host of the event and also the sole beneficiary of the funds raised through the event for which the special occasion permit is obtained.

3. The serving of alcohol:

- a. Alcohol may be served at LMLS Board-approved events with an SOP by RAMP-certified, licensed, and insured staff secured by the event planners for this purpose. Outside vendors must provide insurance with combined limits of \$3M each occurrence. The Township, Library, and Library System must be added as additional insureds.
- b. Alcohol may be served at LMLS Board-approved events (with SOP if required) without the use of an outside vendor. LMLS employees may not serve alcohol.
- c. No alcohol for personal use may be brought into libraries. Alcohol served at LMLS Board-approved events must be consumed on the premises.
- d. Those who have been designated as alcohol servers shall refuse to service any guest who appears to be intoxicated, inebriated, or impaired due to alcohol consumption. Library staff and board members may request any such guest leave the premises.
- e. Any event serving alcohol must have non-alcoholic beverage options available as well.

4. General Restrictions:

- a. If surplus alcohol exists at the conclusion of an LMLS or library event, the alcohol may not be stored in LMLS libraries.
- b. Outside groups or individuals using LMLS libraries or meeting rooms may not serve alcohol.

*Approved by the LMLS Board of Directors, May 2, 2023*

## **Lower Merion Library System Insurance Requirements For Catering or Liquor Service Contracts**

### **1. General Insurance Requirements**

- 1.1 The Vendor shall not commence any sales, supply, delivery, furnishing or serving of any products or materials under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Lower Merion Library System or a LMLS Library ("LMLS"); nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the LMLS. Approval of insurance required of the Vendor will be granted only after submission to the LMLS of original certificates of insurance signed by authorized representatives of the insurers or, at the LMLS's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for one year after final payment by the LMLS under this Contract. Original certificates signed by authorized representatives of the insurers or, at the LMLS's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the LMLS throughout the term of the Contract and for one year after final payment by the LMLS under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, liquor liability insurance, business auto liability insurance, and workers compensation and employers' liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2, 2.1.3 and 2.1.4 unless any such requirement is expressly waived or amended by the LMLS in writing. The Vendor shall furnish Subcontractors' certificates of insurance to the LMLS immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the LMLS.
- 1.5 No acceptance and/or approval of any insurance by the LMLS shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of the Contract.
- 1.6 If the Vendor does not meet the insurance requirements of the Contract, the Vendor shall forward a written request to the LMLS for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the LMLS denies the request, the Vendor must comply with the insurance requirements as specified in the Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the LMLS. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless LMLS grants specific approval for an exception. The LMLS

hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund of Pennsylvania.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to LMLS's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 If the LMLS is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the LMLS, then the Vendor shall bear all reasonable costs properly attributable thereto.

## **2. Vendor's Liability Insurance**

- 2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

- 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$ 1,000,000	each occurrence;
\$ 1,000,000	personal and advertising injury;
\$ 2,000,000	general aggregate; and
\$ 2,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
    - ii. Liability arising from the actions of independent contractors;
    - iii. Liability arising from products and completed operations with such coverage to be maintained for one year after final payment by the LMLS under this Contract; and
    - iv. Contractual liability including protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

- 2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
    - ii. Automobile contractual liability.

- 2.1.3 Liquor liability insurance or its equivalent either by endorsement to the general liability coverage required above or separately with limits of \$1,000,000 each common cause, \$2,000,000 aggregate. Occurrence-based coverage strongly preferred in lieu of claims made coverage.

- 2.1.4 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$ 100,000 each accident for bodily injury by accident;  
\$ 100,000 each employee for bodily injury by disease; and  
\$ 500,000 policy limit for bodily injury by disease.

2.1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 2,000,000 per occurrence;  
\$ 2,000,000 aggregate for other than products/completed operations and auto liability; &  
\$ 2,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Liquor liability;**
- iii. Business auto liability; and
- iv. Employers liability.

**Special Note:** Excess liquor liability coverage may be written separately in order to provide total minimum limits of \$3,000,000 each common cause, \$4,000,000 aggregate.

2.1.6 LMLS and LMLS's elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance, liquor liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the Vendor's sale, supply, delivery, furnishing or serving of any products or materials under this Contract.

**Special Note:** Commercial general liability policies endorsed with ISO form **CG 2026** entitled "Additional Insured – Designated Person or Organization" **and** ISO form **CG 2037** entitled "Additional Insured - Owners, Lessees or Contractors - Completed Operations are acceptable. Furthermore, the schedule on the additional insured endorsements must properly reference the LMLS **and** its elected and appointed officials, employees and authorized volunteers as additional insureds.

As respects the Liquor Liability, a specimen of the Additional Insured endorsement to be used must accompany the certificates of insurance.

However, policies endorsed with **CG 2010** entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" and/or **CG 2011**, "Additional Insured – Managers or Lessors of Premises" shall **NOT** be acceptable.

2.1.7 Insurance or self-insurance provided to the LMLS and LMLS's elected and appointed officials, employees and authorized volunteers under any Vendor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross

suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)

2.1.8 Insurance or self-insurance provided to the LMLS and LMLS's elected and appointed officials, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the LMLS and LMLS's elected and appointed officials, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the LMLS and LMLS's elected and appointed officials, employees and authorized volunteers as specified herein.

2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:

2.2.1 The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of one year after final payment by the LMLS under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.2.2 The Vendor shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.