



TOWN OF MONTGOMERY POLICY ON USE OF MUNICIPAL BUILDINGS AND FACILITIES

EFFECTIVE DATE

July 3, 2006

Amended December 3rd, 2007

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Amended June 24th, 2022

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TOWN OF MONTGOMERY POLICY ON USE OF MUNICIPAL BUILDINGS AND FACILITIES

SECTION I: AUTHORITY

Under the authority granted in 24 V.S.A., Chapter 33, Section 872, the Town of Montgomery Selectboard hereby adopts the following policy regarding the use of Municipal buildings and facilities.

SECTION II: PURPOSE / INTENT

This Policy is adopted to encourage the widest and fairest use of Municipal facilities by the public. It sets forth guidance on use, scheduling, and fees for certain facilities. Fees are meant to help offset building operations and maintenance.

SECTION III: DEFINITIONS/APPLICABILITY

This Policy governs use of the following Municipal buildings/areas by the non-municipal organizations and individuals:

- The Town Hall (F/K/A Grange Hall) Building
- The Public Safety Building Conference Room
- The Town Common (Village Green)
- Town Highway Closures / Covered Bridges

Other Municipal buildings/facilities usage policies are delegated to their respective Boards or governing officials unless covered by separate municipal policies or ordinances.

SECTION IV: GENERAL PROVISIONS

Anyone may reserve the Public Safety Building (PSB) Conference Room, and/or the Town Hall on a first come first serve basis. Reservations must be made with the Town Clerk. Municipal uses such as Town Meeting, Regularly Scheduled Board/Committee Meetings, Emergency Management Operations will take precedence over all such requests or reservations. The fee schedule can be found under Appendix A for the PSB Conference Room and the Town Hall. The intent of the fee schedule is to help defray the



cost incurred over and above the normal usage of these facilities.

Use of the Town Common, Covered Bridges, or Town Highways, by anyone is free but must be approved by the Selectboard prior to usage.

No vehicles may be parked on or driven on the Town Common without permission of the Selectboard.

Any user of the facilities must pay for any damages caused by them or their event participants.

The user of the facility must leave the building/grounds in a reasonably clean state upon completion of their event.

Alcohol use is permitted as allowed by State law. If alcohol is consumed, the renter/user is solely responsible for compliance with all applicable laws regarding alcohol use. (See Appendices B and C Rental/Usage Agreements for use of the Montgomery Town Hall or the PSB)

The Town of Montgomery disclaims all liability for the use of these facilities. Users assume all risks associated with their use.

Keys signed out for building maintenance, inspections, or repairs do not require fees or signed agreements. However advance notice to the Clerk must be given before such events take place.

SECTION V: SPECIFIC PROVISIONS

PSB:

1. The PSB Conference Room is best suited for small groups (35 or less).
2. Activities most appropriate for the PSB conference room include meetings, lectures, educational classes, presentations, movies for small groups, etc. All special events and private rental activities in this space are subject to approval at the discretion of the Town Clerk /or Selectboard. Larger group activities or events that may be disruptive to the Office/Library environment are best suited for the Town Hall.



3. Renter/users must pay the appropriate fee (if applicable) and sign the agreement for the use of the PSB Conference Room (see Appendix C). For events that are scheduled for multiple dates, rather than one time usage, you will only need to sign the rental agreement once for a period of dates not to exceed six (6) weeks. Subsequent requests for continuation of a multi-date event will require another signature and approval of calendar dates with the Town Clerk to ensure events are not overlapped or double-booked.
4. Parking for events at the PSB must not interfere with access to/from the fire department.

Town Hall:

1. Town Hall capacity is 200 people.
2. The Town Hall can support concerts, plays, catered dinners (caterers must provide their own means of refrigeration/heating sources for food consumption), large meetings, receptions, light recreational games, or exercise classes.
3. Renter/users must pay the appropriate fee (if applicable) and sign the agreement for the use of the Town Hall (see Appendix B). For events that are scheduled for multiple dates, rather than one time usage, you will only need to sign the rental agreement once for a period of dates not to exceed six (6) weeks. Subsequent requests for continuation of a multi-date event will require another signature and approval of calendar dates with the Town Clerk to ensure events are not overlapped or double-booked.

SECTION VI: AMENDMENTS

This policy and any building usage agreements associated with this policy may be amended by a majority vote of the legislative body at any duly warned meeting, providing the subject appears on the agenda for that meeting.

SECTION VII: NOTICE

1. This Policy shall be entered into the minutes of the Town records and shall be posted in at least three conspicuous places in Town for a period of one month.
2. A reference to where the full text may be examined shall be posted also.



Board of Selectmen
Town of Montgomery

Charlie Hancock, Chairman _____
Leanne Barnard, Vice-Chair _____
Mark Brouillette _____
Suzanne Dollois _____
Emily Kimball _____

Montgomery Town Clerk's Office received for record this _____ day of _____,
A.D., 20__ at _____ P.M.

Attest: _____
Elizabeth Reighley,
Municipal Clerk



Appendix A: Fee Schedule

PSB Conference Room	Year Round
Public Event (open to all- no charge)	Free
Private Business Meeting (not Town related)	\$25.00
Private Event (not open to general public)	\$30.00

Town Hall	March 15th thru October 31st
Public Event (open to all - no charge)	Free
Private Event (not open to general public)	\$100.00
Classes or Events w/ admission	
Day Rate (per day)	\$40.00
3 Week schedule (1x week 3wks)	\$60.00
6 Week schedule (1x week 6wks)	\$80.00

1. A Rental/Usage Agreement is required in all event cases and must be filled out upon collection of fees. Fees are due in total upon signing.
2. Key pickup should be arranged with the Town Clerk during business hours and is subject to the General Standards of Operation: Key Policy. Keys must be returned within 24-48 hours or if an event falls on a weekend the following business day or returned via the Town Office Dropbox. Our Dropbox is located at the Public Safety Building mounted on the left-hand side of the front of the building at 86 Mountain Road Montgomery Ctr VT 05471.



Appendix B: Rental/Usage Agreement for use of the Montgomery Town Hall

The Following Agreement is made on this day _____

Between: The Town of Montgomery & User/Renter/Organization: _____

The User/Renter/Organization has paid a fee of: _____

To Reserve the Town Hall on the following *date(s): _____

*Subsequent requests for continuation of a multi-date event will require another signature and approval of calendar dates with the Town Clerk to ensure events are not overlapped or double-booked.

The following conditions and rules apply and are the sole responsibility of the User/Renter/Organization:

1. The building will be returned to the condition in which it was found within 24 hours of the event.
2. The Renter will inform the Town Clerk of any damage done to the building as a result of the event. The Renter will pay for any damages resulting from the event.
3. It is the sole responsibility of the Renter to maintain adequate control of their event.
4. Consumption of alcohol by persons that are under 21 years of age is against the law. Consumption of alcohol by persons under the age of 21 is strictly prohibited in Town facilities. It is the responsibility of the Renter to provide adequate control when there is alcohol present at an event. Providing security and I.D. checks are the responsibility of the Renter. This includes taking all actions to ensure that all individuals consuming alcohol at the event are at least 21 years of age. Serving and/or selling alcohol is against the law except by a licensed and insured provider.
5. The **Maximum capacity of the building is 200**. It is the sole responsibility of the Renter to monitor the capacity throughout the event and ensure the maximum capacity is not exceeded.
6. The two fire /emergency exits must always be kept clear and accessible during the event.
7. In Winter months, the thermostat (located to the left side of the stage) should be returned to **55 degrees** by the renter/user. **Heat should be off for summer use**. All windows and doors should be closed and locked, and key returned to Town Clerk during business hours or if outside of normal business hours key can be returned via the Town Office Dropbox. Our Dropbox is located at the Public Safety Building mounted on the left-hand side of the front of the building at 86 Mountain Road Montgomery Ctr VT 05471.
8. The Town of Montgomery disclaims all liability for the use of these buildings/facilities. Renters/Users assume all risks associated with the use of this building/facility.
9. The Town of Montgomery (meaning any member of the Selectboard, the Constable, or duly appointed individual) reserves the right to stop an event, which becomes out of control, creates a danger or nuisance to the surrounding neighborhood, or violates any of the above rules.

Signature indicates the Renter/User has read and agreed to this Policy, and to the rules in this Appendix.

Renter/User: _____ Agent of Town of Montgomery: _____



Appendix C: Rental/Usage Agreement for use of the Montgomery Public Safety Building Conference Room

The Following Agreement is made on this day _____

Between: The Town of Montgomery & User/Renter/Organization: _____

The User/Renter/Organization has paid a fee of: _____

To Reserve the Conference Room on the following *date(s): _____

*Subsequent requests for continuation of a multi-date event will require another signature and approval of calendar dates with the Town Clerk to ensure events are not overlapped or double-booked.

The following conditions and rules apply and are the sole responsibility of the User/Renter/Organization:

1. The building will be returned to the condition in which it was found within 24 hours of the event.
2. The Renter will inform the Town Clerk of any damage done to the building as a result of the event. The Renter will pay for any damages resulting from the event.
3. It is the sole responsibility of the Renter to maintain adequate control of their event.
4. Consumption of alcohol by persons that are under 21 years of age is against the law. Consumption of alcohol by persons under the age of 21 is strictly prohibited in Town facilities. It is the responsibility of the Renter to provide adequate control when there is alcohol present at an event. Providing security and I.D. checks are the responsibility of the Renter. This includes taking all actions to ensure that all individuals consuming alcohol at the event are at least 21 years of age. Serving and/or selling alcohol is against the law except by a licensed and insured provider.
5. The Renter will ensure parking for their event will not interfere with access to/from the Fire Departments. The Renter will ensure that no vehicles are parked in front of or are blocking the Truck Bays in any way during their event.
6. The **Maximum capacity of the Room is 35**. It is the sole responsibility of the Renter to monitor the capacity throughout the event and ensure the maximum capacity is not exceeded.
7. Emergency exits must always be kept clear and accessible during the event.
8. The Town of Montgomery disclaims all liability for the use of these buildings/facilities. Renters/Users assume all risks associated with the use of this facility.
9. The Town of Montgomery (meaning any member of the Selectboard, the Constable, or duly appointed individual) reserves the right to stop an event, which becomes out of control, creates a danger or nuisance to the surrounding neighborhood, or violates any of the above rules.

Signature indicates the Renter has read and agreed to this Policy, and to the rules in this Appendix.

Renter/User: _____ Agent of Town of Montgomery: _____



Addendum B1: Rental/Usage Agreement for the Montgomery Town Hall Tables/Chairs Off-Site

The Following Agreement is made on this day _____

Between The Town of Montgomery

& User/Renter/Organization: _____

The User/Renter/Organization has paid a fee of: _____ \$20.00 _____

To Rent the Tables/Chairs for Off-site usage on the following date(s): _____

The following conditions and rules apply and are the sole responsibility of the User/Renter/Organization:

1. The tables/chairs will be returned in the condition in which they were rented within 24 hours of the event.
2. The Renter will inform the Town Clerk of any damage done to the tables/chairs as a result of your event. The Renter will pay for any damages incurred to tables/chairs that result in the Town having to replace these items.
3. The costs associated with the rental of the tables/chairs is set forth based on wear and tear due to the removal of these materials to and from the Town Hall building and the value is determined by a percentage of the current market replacement cost.

Signature indicates the Renter has read and agreed to this Policy, and to the rules in this Addendum

Renter/User: _____ Date _____

Agent of Town of Montgomery: _____ Date _____