



# TOWN OF MONTGOMERY POLICY ON USE OF



## MUNICIPAL BUILDINGS AND FACILITIES

### EFFECTIVE DATE

**July 3, 2006**

**Amended December 3<sup>rd</sup> 2007**

**Amended September 23<sup>rd</sup> 2019**

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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 of same.

**SECTION III: DEFINITIONS/APPLICABILITY**

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

- The Town Hall (Grange) 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.

This policy does not apply to Municipal Entities (e.g. Recreation or Fire Depts.)

**SECTION IV: SPECIFIC PROVISIONS**

1. Anyone who lives in, or pays property taxes to the Town of Montgomery 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 (e.g. Town Meeting, EMT training) and emergency uses will take precedence over all such requests or reservations.
2. Use of the Town Common, Covered Bridges, or Town Highways, by anyone must be approved by the Selectboard.
3. Use of the Town Common, Covered Bridges, and Town Highways is free. A 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. The Selectboard may choose to waive the fees of any applicant, especially non-profit/civic groups, at their discretion.

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

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

6. The user of the facilities must remove all trash generated by the event/usage.

7. The user of the facility must leave the building/grounds clean or cleaner than before the event/usage. Non profit groups listed in Appendix B will be billed for any garbage removal and/or cleaning done by the town.

**8. PSB:**

A) The PSB Conference Room is best suited for small groups (25 or less).

B) Activities most appropriate for the PSB conference room include meetings, lectures, small classes, slide presentations, movies for small groups, etc. Larger groups or other activities should be done at the Town Hall.

C) Renter/users must sign an agreement for the use of the PSB Conference Room (see Appendix D: Rental/Usage Agreement for use of the Montgomery Public Safety Building Conference Room).

D) Organizations listed in Appendix B will be required to sign the usage agreement for the PSB Conference Room annually, rather than for each meeting/event.

E) Parking for events at the PSB must not interfere with access to/from the fire department.

**9. Town Hall:**

A) Town Hall capacity is 200 people.

B) The Town Hall can support concerts, plays, dinners, large meetings.

C) Renter/users must sign an agreement for the use of the Town Hall (see Appendix C: Rental/Usage Agreement for use of the Montgomery Town Hall).

D) Organizations listed in Appendix B will be required to sign the usage agreement for the Town Hall annually, rather than for each meeting/event.

10. 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 in regard to alcohol use. (See Appendixes C and D Rental/Usage Agreements for use of the Montgomery Town Hall or the PSB)

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

**SECTION V: AMENDMENTS**

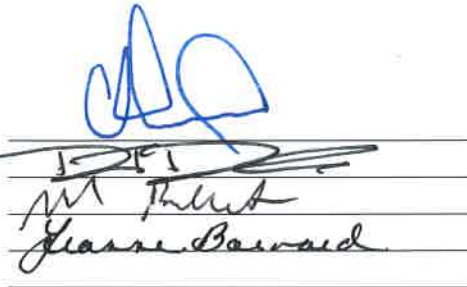
This policy and any building usage agreements associated with this policy may be amended by a majority vote of the legislative body at any duly warned meeting, providing the subject appears on the agenda for that meeting.

**SECTION VI: 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 a place within the municipality where the full text may be examined shall be posted also.

Board of Selectmen  
Town of Montgomery

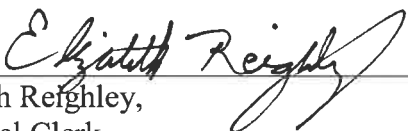
Charlie Hancock, Chairman  
Darren Drevik, Vice-Chair  
Mark Brouillette  
Leanne Barnard  
Jacob Racusin



The image shows four handwritten signatures in blue ink, each written over a horizontal line. The signatures are: Charlie Hancock (top), Darren Drevik, Mark Brouillette, and Leanne Barnard. The signature for Jacob Racusin is not clearly visible.

Montgomery Town Clerk's Office received for record this 8<sup>th</sup>

day of October, A.D., 2019 at 10:07 AM.

Attest:   
Elizabeth Reighley,  
Municipal Clerk

### Appendix A: Fee Schedule

<b>PSB Conference Room</b>	Year Round
Non Profit/Community Group	Free
Resident	\$20.00
Non-Resident	\$25.00

<b>Town Hall</b>	Winter months (Nov-Mar) usage and facilities limited
Non Profit/Community Group	Free
Community Group Fundraiser	\$50.00
Resident	\$250.00
Non-Resident	\$450.00

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 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.
3. 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.

**Appendix B: Town Community, Church, Civic, and Non-Profit Groups eligible for free use of the PSB Conference Room and Town Hall**

For inclusion on this list the group must meet at least one of the following criteria

1. The Group is non-profit (evidence includes Vermont sales tax exemption certificate, or Federal 501-3c status, exemption from property taxes)
2. The Group has a mission statement or bylaws that identifies a community service or civic purpose to improve the quality of life of the Town and makes donations to the upkeep of Town facilities or other civic causes. This can be educational, social, or recreational.

**Groups Eligible for PSB & Town Hall Usage Free of Charge**  
**(Including but not limited to)**

Boy and Girls Scouts  
Montgomery Historical Society  
Montgomery Quilters' Circle  
Hazen's Notch Association  
Montgomery 4-H Group  
Covered Bridges Garden Club  
Covered Bridges Snowmobile Club  
Montgomery Little League (Girls and Boys)  
Montgomery Community Emergency Reaction Team (CERT)  
Montgomery Parent Teacher Community Organization (PTCO)  
Montgomery Building Brighter Futures (F/K/A Success By Six)  
Montgomery Senior Meals  
Montgomery Mountain Biking Association  
Friends of PAX  
Random Acts of Kindness  
Irish American Club  
Red Hat Society  
Mountain Fiber Folks

For inclusion on this list please contact the Selectboard:  
[montgomeryselectboard@gmail.com](mailto:montgomeryselectboard@gmail.com)

**Appendix C: 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: \_\_\_\_\_

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 event.
2. The Renter will inform the Town Clerk of any damage done to the building as a result of the event.
3. The Renter will pay for any damages resulting from the event.
4. It is the sole responsibility of the Renter to maintain adequate control.
5. 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 any and 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.
6. 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.
7. The two fire /emergency exits must be kept clear and accessible at all times during the event.
8. Trash Removal is the sole responsibility of the Renter/User.
9. 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 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.

10. 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.

11. 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 D: 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: \_\_\_\_\_

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 event. Building key should be 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.
2. The Renter will inform the Town Clerk of any damage done to the building as a result of the event.
3. The Renter will pay for any damages resulting from the event.
4. It is the sole responsibility of the Renter to maintain adequate control.
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. In the event that alcohol is served/and or allowed at an event it is the sole responsibility of the Renter to maintain adequate control.
7. 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 any and 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.
8. 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.

9. Exits must be kept clear and accessible at all times during the event.

10. Trash Removal is the sole responsibility of the Renter.

11. 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.

12. 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 C1: Rental/Usage Agreement for use of 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: \_\_\_\_\_ \$25.00 \_\_\_\_\_

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 event.
2. The Renter will inform the Town Clerk of any damage done to the tables/chairs as a result of your event.
3. The Renter will pay for any damages incurred to tables/chairs that result in the Town having to replace these items.
4. 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 \_\_\_\_\_

Agent of Town of Montgomery \_\_\_\_\_