



Town of Montgomery - P.O. Box 356
Montgomery Center, VT 05471
802-326-4719
www.montgomeryvt.us

UNAPPROVED MINUTES
Montgomery Town Hall Committee
Wednesday May 8th 2024

6:00 pm

PSB. Mountain Road

Members Present: Tosca Smith, Joanne Dennis, Shane Mercy, Tiffany Salyards, Brad Elliot, Abe Barnard
Tara Lumbra

Visitors: Peg Doheny, Marsha Phillips, Carissa Stein, Nicole Woodworth

1. Brad brought the meeting to order at 6:10 pm
2. Tosca Made a motion to approve minutes as written from 4/17/2024, Brad seconds, all in favor, motion carries
3. A very lengthy discussion with Peg, Marsha from the recreation center and The Town Hall Committee ensued. The rec board traditionally uses the TH for its largest fundraiser, the question being is there a fair way for them to kick back some proceeds to support the Hall. Marsha suggested they designate a piece of auctioned art toward the Hall. Question of whether trying to collect money officially (through a printed fee schedule) from other town (municipal only) groups could be done fairly, or are we just robbing Peter to pay Paul when we try to collect money from Municipal groups. It was decided that municipal groups, including The library, The elementary school, the recreation center, fire department and of course the Town governing bodies would have free use of the building for any events. If the recreation center board wants to help the Hall out with a piece of Art that would be great but not required.
4. Discussion on Fee schedule, Contract for rental and Cleaning Check lists. We went over the documents for fee schedule and the contract for rental along with closing checklist and kitchen cleaning check list. It was agreed that The kitchen rental/fee schedule would be left out of the document until the ceiling tiles have been dealt with. When it is ready to rent to the general public we will go over that. The following document is a final draft that we will send to the Selectboard for their approval---SEE ATTACHED----- Tosca made a motion to approve the revised Fee Schedule and Rental contract. Tiffany seconded. No discussion, 6 in favor, 1 nay. Motion Carries. A note here on the no vote. Brad agrees with almost all of the revisions, but specifically objects to the cleaning/damage deposit for local residents and non profits.
5. Carrisa Stein was recognized, and spoke to us about having a rummage style sale that would run for a week, or weekends. We all agreed that this was a great idea, but might be best done once the basement is cleaned up for use.
6. Tosca made a motion to go out of order and move to number five on the agenda, Tiffany seconds, All in favor, motion carries. Nicole Woodworth was present to sign the contract for The Montgomery Prom on May 25th. The contract was signed and the details were gone over.
7. Brad made a motion to carry over items number 4 and 7 until next meeting Abe seconds, All in favor, motion carries
8. Tosca made a motion to adjourn, Tara seconded. All in favor. Motion carries.

Meeting Adjourned at 8:15pm

Respectfully Submitted
Tosca Smith
Secretary Town Hall Committee
5/16/24



TOWN OF MONTGOMERY POLICY ON USE OF THE TOWN HALL

EFFECTIVE DATE May 20th 2024

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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

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: GENERAL PROVISIONS

Anyone may reserve the Town Hall on a first come first serve basis. Reservations must be made with the Town Hall Committee via email (schedulatownhall@gmail.com). 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 Town Hall. The intent of the fee schedule is to help defray the cost incurred over and above the normal usage of these facilities.

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. A \$250 cleaning and damage deposit must be submitted before a key will be issued for the renter.

The user of the facility must leave the building/grounds in the condition in which it was found.

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 Appendixes B Rental/Usage Agreements for use of the Montgomery Town Hall) The Town of Montgomery disclaims all liability for the use of these facilities. Users assume all risk 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

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 sign an 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.



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

Town Hall-Upstairs/Main Hall	Year Round
Public Event (open to all, no charge or revenue generated)	Free
Private Event (not open to all/ revenue generating or not)	\$100.00 per day occupied (set up and clean up days additional to day of event)
Public Event (fee/revenue generating)	\$100 per day occupied (set up and clean up days additional to day of event)
Half Day Rental Fee for private or public event (if not free and open to all/revenue generating or not)	\$50 (12hrs or less based on need and/or availability)
Non-Profit full day rental (revenue generating event or private event)	\$50
Non-Profit half day rental (revenue generating event or private event)	\$25
Town affiliate group use (see list below)	Free
*Please note that use of the basement must be specifically requested for an event. Use of the kitchen is a separate rental agreement/fee structure.	**Chair/ table use is included in rental fees unless it is determined they are unavailable on rental date. This will be communicated at time of booking.
Recurring Classes/Workshops w/ admission	
3 week schedule (1x week 3wks)	\$60.00
6 week schedule (1x week 6wks)	\$80.00

1. Please contact the Town Hall Committee to schedule the Town Hall and make arrangements for contract, payment & access: schedulatownhall@gmail.com. Rentals are on a first come/first serve basis. In order to ensure your date payment must be received and contract signed.
2. A Rental/Usage Agreement is required in all event/class/workshop/meeting cases and must be signed upon collection of fees. Fees are due in total upon signing.
3. A \$250.00 Cleaning/Security Deposit is required for all events and for classes/workshops in specific cases. The Deposit must be provided in the form of a check made out to the Town of Montgomery. The check will not be deposited unless necessary. The Deposit check must be a separate form of payment than the rental fee payment (do not provide one check for both rental fee and Deposit). A



- key will not be issued until the Deposit check is provided to the Town Clerk's office and rental fee payment has been received in full.
4. Renters will be issued a Cleaning/Closing Checklist (see ADDENDUM B1) that covers the expectation of proper cleaning and closure of the building after use. All components of the checklist must be accomplished by the end time as indicated on the rental agreement. Failure to comply with all items on the checklist may result in the forfeiture of part or all of the Deposit and loss of privilege of future use of the building. If it is deemed necessary to withhold part of the Deposit the renter will be given the opportunity to pay the lesser amount. Failure to do so will result in the loss of the entire Deposit and loss of privilege to rent the building in the future. If it is deemed necessary to withhold the entire \$250 Deposit due to the renter's neglect of care, the renter may also lose the privilege to rent the building again in the future.
 5. The Deposit check will be returned within 48 hours of the end of the rental after it has been determined that the building has been left in the exact condition it was found. Renters can retrieve their Deposit check from the Town Clerk's office during office hours or request to have the check shredded. Please see Town Hall Cleaning/Closing checklist for more details about renter responsibilities.
 6. 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.
 7. The town affiliated entities that may use the building at no cost are as follows: Montgomery Conservation Commission, Montgomery Elementary School, Montgomery Recreation Committee, Montgomery Town Library, Montgomery Fire Department, and the various elected town boards.



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): _____

Beginning at: _____ Ending at: _____

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

1. The building must be returned to the condition in which it was found and all items on the Cleaning/Closing Checklist must be addressed by the renter by the end time indicated on this rental agreement.
2. The Cleaning/Closing Checklist will be provided to the renter when the \$250 Cleaning/Security deposit (in the form of a check made out to The Town of Montgomery and dated with date of rental/event; this check must be separate from the rental fee payment) has been submitted to the Town Clerk. The Cleaning/Security deposit check will be held by the Town Clerk and not cashed unless necessary.
3. A key to the Town Hall for access will not be issued to the renter until the Cleaning/Security deposit and payment for the event rental is received in full.
4. If renter neglects to address all of the responsibilities detailed in the Cleaning/Closing checklist they run the risk of forfeiture of part or all of the \$250 Cleaning/Security Deposit. If it is necessary for the town to withhold the entire \$250 Cleaning/Security deposit, or if the renter does not pay the amount indicated based on damages or neglect of the building after use, the renter may also be denied the privilege of renting the building in the future.
5. The Renter will inform the Town Clerk of any damage done to the building as a result of the event. If damages exceed the amount of the \$250 Cleaning/Security deposit the renter is liable to cover the remaining amount. If the renter does not honor the amount owed they will be denied the privilege to rent the building in the future.
6. Do not cause irreversible damage to the walls, floors, windows, ceiling, stage, stage curtain, table, chairs, stereo equipment, lighting or exterior of building when decorating for your event. Any modifications to the building for your event must be discussed with the Town Hall Committee beforehand.
7. This rental agreement does not include access or use of the kitchen or basement of the building unless specifically requested and permission granted.
8. It is the sole responsibility of the Renter to maintain adequate control of their event.



9. It is the sole responsibility of the Renter to seek proper event insurance coverage.
10. 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.
11. 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.
12. The two fire /emergency exits must always be kept clear and accessible during the event.
13. 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.**
14. 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. Please refer to the Cleaning/Closing Checklist for further detail of renter responsibility.
15. 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.
16. 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: _____ Date _____

Agent of Town of Montgomery: _____ Date _____



Addendum B1: Montgomery Town Hall Rental Cleaning/Closing Checklist

It is your responsibility to address all components listed below before the end time indicated. Failure to do so may result in the forfeiture of your cleaning/security deposit and loss of the privilege to rent the building again.

Please sign and leave this checklist in the envelope on the left wall inside the chair/table storage closet. Your rental does not include use of the downstairs or kitchen of the building unless specifically requested.

Renter Name & phone #: _____

End Time of Rental: _____

Please do not cause irreversible damage to the walls, floors, windows, ceiling, stage, stage curtain, table, chairs, stereo equipment, lighting or exterior of building when decorating for your event. Any modifications to the building for your event must be discussed with the Town Hall Committee beforehand. Failure to adhere to these guidelines may result in the forfeiture of part or all of your cleaning/security deposit. Once the building has been inspected after your use, the Town Clerk will be given clearance to return your Cleaning/Security deposit check.

____ Chairs and Tables cleaned and returned to the storage room.

____ All windows and doors closed and locked (check emergency exit doors and front vestibule doors).

____ All garbage removed (consider giving redemption items to the *8th grade bottle drive drop spot).

____ Floors swept and mopped. (See instructions in storage closet, cleaning supplies provided)

____ Stereo equipment & stage lights shut-off, microphones returned to the mezzanine sound booth.

____ All personal items removed.

____ All lights turned off (check outside and vestibule lights, stage lights).

____ Heat turned down to 55 in colder months and turned off in warmer months (if you are unsure please see what the thermostat was set to upon your arrival)

____ Both bathrooms should be left tidy and garbage removed. Please be sure toilets are not running.

____ Return key to Town Clerk office or drop-box.

If there are any on-site issues that are of concern, please contact the Town Hall Committee immediately: Joanne Dennis: 802-233-6540 or Tosca Smith: 802-370-5676. Or contact Scott Ovitt for mechanical issues: 802-370-5650. If you arrive and the condition of the building at the beginning of your rental is of concern please take photo documentation and email to: schedulatownhall@gmail.com.

Signature of Renter: _____

Date: _____

Inspector: _____

Date: _____



Addendum B2: 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: _____ \$1 per chair/\$5 per table _____

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 by the time indicated on this contract.
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 _____



Montgomery Town Hall Event Rental Cleaning/Closing Checklist

It is your responsibility to address all components listed below before the rental end time indicated. Failure to do so may result in the forfeiture of your cleaning/security deposit and loss of the privilege to rent the building again.

Please sign and leave this checklist in the envelope on the left wall inside the chair/table storage closet. Your rental does not include use of the downstairs or kitchen of the building unless specifically requested.

Renter Name & phone #: _____

End Time of Rental: _____

Please do not cause irreversible damage to the walls, floors, windows, ceiling, stage, stage curtain, table, chairs, stereo equipment, lighting or exterior of building when decorating for your event. Any modifications to the building for your event must be discussed with the Town Hall Committee beforehand. Failure to adhere to these guidelines or failure to complete the specified tasks detailed below may result in the forfeiture of part or all of your cleaning/security deposit. Once the building has been inspected after your use, the Town Clerk will be given clearance to return your Cleaning/Security deposit.

____ Chairs and Tables cleaned and returned to storage room.

____ All windows and doors closed and locked (please check all emergency exit doors as well as the doors in the front vestibule).

____ All garbage removed (consider giving redemption items to the *8th grade bottle drive drop spot).

____ Floors swept and mopped. (See instructions in storage closet, cleaning supplies provided)

____ Stereo equipment & stage lights shut-off, microphones returned to mezzanine sound booth.

____ All personal items removed.

____ All lights turned off (check outside and vestibule lights, stage lights).

____ Heat turned down to 55 in colder months and turned off in warmer months (if you are unsure please see what the thermostat was set to upon your arrival)

____ Both bathrooms left tidy and garbage removed. Please be sure toilets are not running.

____ Return key to Town Clerk office or drop-box.

If there are any on-site issues that are of concern, please contact the Town Hall Committee immediately: Joanne Dennis: 802-233-6540 or Tosca Smith: 802-370-5676. Or contact Scott Ovitt for mechanical issues: 802-370-5650

If you arrive and the condition of the building at the beginning of your rental is of concern please take photo documentation and email to: scheduletownhall@gmail.com.

Signature of Renter: _____

Date: _____

Inspector: _____

Date: _____