

**TOWN OF MONTGOMERY
POLICY ON USE OF MUNICIPAL BUILDINGS AND FACILITIES**

**EFFECTIVE DATE
May 6, 2010**

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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; or the use of the PSB Conference Room or Town Hall by non-residents/non-property tax payers, must be approved by the Selectboard.
3. Use of the Town Common, Covered Bridges, and Town Highways is free. A fee schedule is at 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 waive the fees of any applicant, especially non-profit/civic groups.
4. No vehicles may be parked on, or driven on the Town Common without permission of the Selectboard.
5. The 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 their event or usage. There will be a \$10.00 per hour cleaning fee for any clean up and a \$3.50 per bag trash charge for trash removal done by the town. Average cleaning cost for the Town Hall is \$60.00. Leave it like you found it or better.

7. PSB:

- A) The PSB Conference Room is best suited for small groups (35 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 C: Rental/Usage Agreement for use of the Montgomery Public Safety Building Conference Room).
- D) Organizations listed in Appendix D 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 or rescue departments.

8. 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 B: Rental/Usage Agreement for use of the Montgomery Town Hall).
- D) Organizations listed in Appendix D will be required to sign the usage agreement for the Town Hall annually, rather than for each meeting/event.

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

10. 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 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

Kenneth Cota, Chairman

Mark Brouillette

Gary Marrier

Tosca Smith

Scott Perry

Montgomery Town Clerk's Office received for record this _____
day of _____, A.D., 2005 at _____ P.M.

Attest: _____

Renee Patterson,

Town Clerk

Appendix A: Fee Schedule

PSB Conference Room

Non Profit/Community Group	Free
Resident/Property Tax Payer	Free
Non-Resident/Non Property Tax Payer	\$20.00 / use

Town Hall

Non Profit/Community Group Meeting	Free	
	<u>May-Sep</u>	<u>Oct-Apr</u>
Non Profit/Community Group Fundraiser	\$20.00	\$50.00
Resident/Property Tax Payer Event		
Deposit	\$100.00	\$100.00
Upstairs	\$100.00	\$150.00
Whole Building	\$200.00	\$300.00
Non-Resident/Non Property Tax Payer Event		
Deposit	\$100.00	\$100.00
Upstairs	\$200.00	\$400.00
Whole Building	\$400.00	\$800.00

\$100.00 deposit is due upon reservation, this will also serve as a damage/cleaning deposit. Deposit will not be refunded if reservation is cancelled less than one week before the event. The deposit will be refunded after cleaning/damage inspection by the town's representative. Deposits will not be required from Non Profit/Church/Community Groups listed at Appendix D

The fee is due in total at key pick up.

Rental/Usage Agreement required in all cases.

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, and the User/Renter:_____.

The User/Renter has paid a deposit of: _____, for the use of The Town Hall on _____.

A balance of _____ is due no later than _____.

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

1. The Renter/User will return the Hall to the condition in which it was found within 24 hours of event.
2. The Renter/User will inform the Town Clerk of any damage done to the building as a result of the event.
3. The Renter/User will pay for any damages resulting from the event.
4. It is the sole responsibility of the Renter/User to maintain adequate control.
5. Consumption of alcohol by persons that are under 21 yrs 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/User to provide adequate control when there is alcohol present at an event. Providing security and I.D. checks are the responsibility of the Renter/User. This includes providing security and I.D. checks, and 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. The Town can have it picked up for \$3.50 a bag. Please let us know if you would like us to do that in advance.
9. In Winter months, thermostat 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.

9. 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.

10. The Town of Montgomery (any member of the Selectboard, the Constable, any 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. No refund will be given if we exercise this right, and the Renter/User will still be responsible for any conditions that may apply.

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

Agreed To 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, and the User/Renter:_____.

A balance of _____ is due no later than _____.

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

1. The Renter/User will return the Room to the condition in which it was found within 24 hours of event.
2. The Renter/User will inform the Town Clerk of any damage done to the building as a result of the event.
3. The Renter/User will pay for any damages resulting from the event.
4. The Renter/User will ensure parking for their event will not interfere with access to/from the fire or rescue departments.
5. In the event that alcohol is served/and or allowed at an event it is the sole responsibility of the Renter/User to maintain adequate control.
6. Consumption of alcohol by persons that are under 21 yrs 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/User to provide adequate control when there is alcohol present at an event. Providing security and I.D. checks are the responsibility of the Renter/User. Serving and/or selling alcohol is against the law except by a licensed and insured provider.
7. 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.
8. Exits must be kept clear and accessible at all times during the event.
9. Trash Removal is the sole responsibility of the Renter/User. The Town can have it picked up for \$3.50 a bag. Please let us know if you would like us to do that in advance.
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 facility.
11. The Town of Montgomery 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. No refund will be given if we exercise this right, and the Renter/User will still be responsible for any conditions that may apply.

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

Agreed To Renter/User: _____.

Agent of Town of Montgomery: _____.

If applicable agreement expires December 31st annually.

Appendix D: 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.

For inclusion on this list please contact the Selectboard.

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 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

WELCOME TO THE TOWN HALL KITCHEN

***BEFORE YOU LEAVE
PLEASE, REMEMBER TO:***

***1. Wash and store used utensils
and/or dishes...***

2. Clean the sink and counters...

3. Sweep and mop the floor...

***4. Clean and turn off the
stove/oven...***

5. Turn off the lights...

***6. “Pack Out” leftover food and
drinks...***

***7. Take your trash and recycling
with you!***

Cleaning needs are kept in the Custodial Closet...

***In order to receive your deposit refund...you must
contact Wendy Howard at 326-2098 or Karen
Frascella at 326-4581...Thank you***

WELCOME TO THE TOWN HALL MEETING ROOM

***BEFORE YOU LEAVE
PLEASE, REMEMBER TO:***

- 1. Clean tabletops...***
- 2. Store folding tables and chairs...***
- 3. Sweep and mop the floor...***
- 4. Inspect restrooms and tidy up if
necessary...***
- 5. Lower the thermostat to 55 degrees...***
- 6. Turn off the lights...***
- 7. Take your trash and recycling with you!***

Lock the doors and return the key...

***In order to receive your deposit refund...you must
contact Wendy Howard at 326-2098 or Karen
Frascella at 326-4581...Thank you***