

THE CORPORATION OF THE VILLAGE MONTROSE

BYLAW #724

A BYLAW TO PROVIDE FOR THE ESTABLISHMENT OF FEES FOR VARIOUS MATTERS

WHEREAS section 194 of the Community Charter and section 931 of the Local Government Act authorizes Council to provide by bylaw for the establishment of fees, and

WHEREAS the Village of Montrose currently impose Fees and Charges for the provision of general municipal services,

NOW THEREFORE the Council of the Village of Montrose, in open meeting assembled, ENACTS AS FOLLOWS:

SHORT TITLE

- 1. (1) This Bylaw may be cited as the "GENERAL FEES & CHARGES BYLAW (2015)".

FEES and CHARGES

- 2. (1) The Village of Montrose hereby establishes fees and charges for the provision of information and miscellaneous services as set out in Schedule 'A' forming part of this Bylaw.
- (2) The Village of Montrose hereby establishes general terms and conditions with respect to use of municipal facilities or assets as set out in Schedule 'B' forming part of this Bylaw.

ENACTMENT

- 3.(1) If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.
- (2) Bylaws #680, #682 and #690 are hereby repealed.
- (3) Garbage Bags rates as outlined in Schedule 'A' shall come into full force and effect upon final adoption of this Bylaw.
- (4) All other sections of this Bylaw shall come into full force and effect on January 1, 2016.

READ A FIRST TIME this 21st day of September, 2015
READ A SECOND TIME AS AMENDED this 5th day of October , 2015
READ A THIRD TIME this 5th day of October, 2015
RECONSIDERED AND FINALLY ADOPTED this 19th day of October, 2015

Mayor

Corporate Officer

Certified a true copy of Bylaw #724, as adopted

Corporate Officer

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SCHEDULE 'A' – General Fees and Charges

SCHEDULE OF GENERAL FEES & CHARGES

ADMINISTRATION

TYPE OF SERVICE	RATE
Photocopies	\$0.20 for letter size \$0.25 for legal size
Faxes	\$1.00 per page to send \$0.50 per page to receive Toll free numbers no charge
Search of Village Records in excess of 15 minutes	Staff member current loaded hourly rate
NSF Cheques	\$40.00 per cheque
Administration Fees	10% of total project costs before applicable tax

PUBLIC WORKS

TYPE OF SERVICE	RATE
Garbage Bags / Tags	\$3.50 per bag / tag
Canopies, Portable Tent Structures	\$20.00 per day per event \$20.00 damage deposit
Water Turn Off/On	\$50.00 per time during regular public works hours \$175.00 per time during hours outside of regular public works hours
Sewer Blockage	See current Village Policy
Rental of Village Vehicles	Current hourly charge out rate as per Village's Financial Plan, subject to approval by Administration
Rental of Village Tools and Equipment	Estimated hourly charge out rate as per local suppliers, subject to approval by Administration
Damage Deposits - Rentals	All rental of Village vehicles and/or tools and equipment requires an upfront deposit of \$100.00

COMMUNITY HALL

USAGE-SPECIFIC ACTIVITIES	RATE	DEPOSIT
WEDDINGS Main Hall, full kitchen, bar, audio/video, day before and after for decorating & cleanup	\$300	\$300
NEW YEARS EVE PARTIES Main Hall, full kitchen, bar, audio/video, day before for decorating	\$300	\$300
PRIVATE FAMILY DINNERS Main Hall, full kitchen (dinner only, no party or dance) Basement Hall (limited kitchen)	\$150 \$100	\$150 \$100
OPEN HOUSES Main Hall, partial kitchen (e.g., Memorial Service, Anniversary, Tea, etc.) Basement Hall (limited kitchen)	\$100 \$50	\$100 \$50
YOUTH BIRTHDAY PARTIES Main Hall, partial kitchen (parental supervision mandatory) Basement Hall (limited kitchen)	\$50 \$35	\$50 \$35
YOUTH DANCES Main Hall, partial kitchen (parental supervision mandatory)	\$120	\$120
MEETINGS, SEMINARS & GARAGE SALES (full day – eight hours) Main Hall, coffee service Basement Hall	\$60 \$40	\$60 \$60
MEETINGS, SEMINARS & GARAGE SALES (half day – four hours) Main Hall, coffee service Basement Hall	\$35 \$25	\$35 \$25
NON-PROFIT ORGANIZATION (adults – no party or dance) Main Hall, partial kitchen Basement Hall	\$75 \$30	\$75 \$50
NON-PROFIT ORGANIZATION (Youth – no party or dance) Main Hall, partial kitchen Basement Hall	\$50 \$25	\$50 \$25
ADULT RECREATION GROUP (e.g., BVRC, Card Party, etc.) Main Hall Basement Hall	\$10 \$10	\$0 \$0

COMMUNITY HALL - DEFAULT ACTIVITIES / ADD-ONS	RATE	DEPOSIT
Unless otherwise specified above, the rental rates of the Community Hall shall be those listed below		
MAIN HALL	\$150	\$200
BASEMENT HALL	\$75	\$100
AUDIO / VIDEO EQUIPMENT (where not included)	\$25	\$50
FULL KITCHEN (where not included)	\$50	\$50
PARTIAL KITCHEN (where not included)	\$30	\$30
COFFEE SERVICE (where not included)	\$15	\$0
BAR FACILITY (where not included)	\$30	\$0
DECORATING ACCESS (after 5 p.m. - where not included)	\$25	\$0
DECORATING ACCESS (full day - where not included)	\$40	\$0

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SCHEDULE 'B' – General Provisions of Use

CONDITIONS OF USE – MONTROSE COMMUNITY HALL

1. (1) No person shall be entitled to rent the Community Hall without first having completed and signed a rental agreement in the form prescribed by Council resolution from time to time.
- (2) All persons occupying the Community Hall shall comply with the terms and conditions governing the use of the Community Hall as prescribed by Council resolution from time to time.
- (3) Terms and conditions governing the use of the Community Hall shall be:
 - a) posted on the notice board in the Community Hall, and
 - b) attached to and forming part of the rental agreement for the Community Hall.
- (4) All persons and organizations renting the Community Hall, whether or not exempt from rental payment, shall sign a waiver as set out in Schedule 'B' attached to and forming part of this Bylaw.
- (5) All persons and organizations renting the Community Hall must be in possession of the following (if applicable):
 - a) "Serving it Right" and ICBC responsible drinking information for any event where alcohol service is to be provided;
 - b) "Foodsafe" as applicable for any event where the use of the kitchen to prepare food is to be provided;
- (6) All persons and organizations renting the Community Hall understand that maximum capacities (occupant load) of the hall are as follows:
 - a) Upstairs portion - 108 people
 - b) Downstairs portion – 100 people
2. (1) If Staff or Council believes it to be in the best interest of peace and good government for the community, Staff or Council may, at its discretion and without discrimination, refuse to rent the Community Hall to any individual, group, society, or corporation.
- (2) A refusal to rent the Community Hall pursuant to section 2(1) of this Bylaw shall be authorized by Council resolution, and the resolution shall state the specific reasons for the refusal to rent the hall, and the applicant shall be informed in writing of the reason for the refusal to rent the hall.

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SCHEDULE 'C' – Rental Agreement

WAIVER AND INDEMNITY CLAUSE

The Renter accepts and will use the Premises at their own risk and agrees that neither the Corporation of the Village of Montrose herein after referred to as the Village, nor its respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises.

The Renter further agrees that it will indemnify and save harmless the Village and its respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this License and use of the Premises.

The Renter understands and agrees that this Permit may be revoked or cancelled at any time with or without cause. The Village will make every reasonable attempt to provide a minimum 48 hours' notice of a cancellation to the Renter.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization that the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Renter, in consideration of being granted permission to use the Premises agrees to be bound by the Terms of Rental referred to above and if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms of Rental and Waiver and Indemnity Clause.

Signed and Witnessed this _____ Day of _____,
20_____

I have read the above and fully understand the Terms and the Waiver and Indemnity Clauses and will comply with said document.

(Renter)

(Witness)