

THE CORPORATION OF THE VILLAGE MONTROSE

BYLAW #795

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 (2026)".

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- (2) Bylaws #680, #682, #690 and #724 are hereby repealed.
- (3) All sections of this Bylaw shall come into full force and effect on final adoption.

READ A FIRST TIME

this 15th day of June, 2026

READ A SECOND TIME

this 15th day of June, 2026

READ A THIRD TIME

this 15th day of June, 2026

RECONSIDERED AND FINALLY ADOPTED

this 6th day of July, 2026

Mayor

Corporate Officer

Certified a true copy of Bylaw #795, as adopted

Corporate Officer

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SCHEDULE 'A' – General Fees and Charges
SCHEDULE OF GENERAL FEES & CHARGES

ADMINISTRATION

TYPE OF SERVICE	RATE
Photocopying (black and white – letter size, per page)	\$0.25
Photocopying (black and white – legal size, per page)	\$0.25
Photocopying (black and white – 11" x 17", per page)	\$0.50
Photocopying (colour – letter and legal, per page)	\$0.75
Photocopying (colour – 11" x 17", per page)	\$1.00
Faxes – per page to send	\$1.00
Faxes – per page to receive	\$0.50
Faxes – 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

Freedom of Information and Protection of Privacy Requests – first three (3) hours	Free (as set out in the Freedom of Information and Protection of Privacy Act)
FOI Requests – additional time beyond three (3) hours	Additional time: Fees shall be charged in accordance with the Freedom of Information and Protection of Privacy Act and the Freedom of Information and Protection of Privacy Regulation

PUBLIC WORKS

TYPE OF SERVICE	Rate
Garbage Bags / Tags	\$3.00 per bag/tag
Water Turn Off/On – requested Monday to Friday (excluding statutory holidays), between 7:00 a.m. and 3:30 p.m.	\$50.00 per time during regular works hours
Water Turn Off/On – requested outside regular Public Works operating hours \$175.00 per time outside of regular works hours	\$175.00 per time outside of regular works hours

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SCHEDULE 'A'

2026 COMMUNITY HALL RENTAL FEE SCHEDULE

1. USAGE-SPECIFIC RATES	RATE	DEPOSIT
a) Weddings (includes main hall, full kitchen, bar, audio/video, day before and after for decorating & cleanup)	\$400.00	\$400.00

b) Kitchen use only – 2 hours	\$50.00	\$50.00
c) Kitchen use only – full day	\$125.00	\$125.00
d) Main hall – full day (includes full kitchen)	\$225.00	\$225.00
e) Main hall – half day (4 hours, includes full kitchen)	\$150.00	\$150.00
f) Basement hall – full day	\$125.00	\$125.00
g) Basement hall – half day (4 hours)	\$75.00	\$75.00
h) Youth birthday – main hall (4 hours, includes full kitchen)	\$75.00	\$75.00
i) Youth birthday – basement hall (4 hours)	\$50.00	\$50.00
j) Adult non-profit organization – full day (no party or dance; includes main hall & full kitchen)	\$125.00	\$125.00
k) Adult non-profit organization – basement hall	\$75.00	\$75.00
l) Youth non-profit organization – main hall (parental supervision; main hall, full kitchen)	\$75.00	\$75.00
m) Youth non-profit organization – basement hall	\$50.00	\$50.00
n) Commercial / Special Event Use – main hall – full day (any booking where admission, ticket sales, vendor sales, fundraising entry fees, or other revenue is generated shall be charged at two (2) times the applicable rental rate.)	\$450.00	\$450.00
o) Commercial / Special Event Use - lower hall – full day	\$250.00	\$250.00
p) Adult recreation group (e.g., BVREC, card party)	\$10.00	\$10.00

2. DEFAULT RATES

Rate

Deposit

Unless otherwise specified above, the rental rates for the Community Hall shall be those listed below:

a) Audio / video equipment (where not included)	\$35.00	\$0.00
b) Bar facility (where not included)	\$40.00	\$0.00
c) Decorating access (after 5:00 p.m. – where not included)	\$75.00	\$0.00
d) Decorating access (full day – where not included)	Regular rental rate	\$0.00

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BYLAW #795

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) Special Event Liability Insurance (must be available upon request by Village prior to rental)
 - b) Special Event Liquor Permit
- (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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BYLAW #795

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)